

TC

2996

Vol. 78 Page 14121

THIS INDENTURE WITNESSETH: That Rachel E. Fowler and Marlin Rasdal

of the County of Klamath State of Oregon, for and in consideration of the sum of  
 FOURTEEN THOUSAND FIVE HUNDRED AND NO/100s----- Dollars (\$14,500.00), to us  
 in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and  
 by these presents do grant bargain, sell and convey unto OLGA P. RASDAL

of the County of Klamath State of Oregon, the following described premises situated in Klamath County, State of  
 Oregon, to-wit:

"The NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12,  
 Township 40 South, Range 7 East of the Willamette Meridian,  
 Klamath County, Oregon, except the Westerly 30 feet and the  
 Northerly 23.18 feet for roadway."

MORTGAGE

STATE OF OREGON

County of Klamath

I, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said County.

Witness my hand and seal of said County, this 1st day of August, 1981.

County Clerk

County Clerk

LAW

NOT A RECORDED

SINCE 1981

SINCE 1981

SINCE 1981

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining.  
 To have and to hold the same with the appurtenances, unto the said OLGA P. RASDAL

her heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of  
 FOURTEEN THOUSAND FIVE HUNDRED AND NO/100s----- Dollars  
 (\$14,500.00) in accordance with the terms of a certain promissory note of which the

\$ 14,500.00 Klamath Falls, Oregon July 30, 1981

I (or if more than one maker) we, jointly and severally, promise to pay to the order of  
 OLGA P. RASDAL

at Klamath Falls, Oregon

FOURTEEN THOUSAND FIVE HUNDRED AND NO/100s-----DOLLARS,

with interest thereon at the rate of 18 percent per annum from date hereof until paid, payable in  
 monthly installments of not less than \$ 278.00 in any one payment; interest shall be paid monthly and

the minimum payments above required; the first payment to be made on the 1 day of August

1981, and a like payment on the 1 day of each month thereafter, until the whole sum, principal and  
 interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the  
 option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's  
 reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the  
 amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein,  
 is tried, heard or decided.

\* Strike words not applicable.

*Marlin Rasdal*  
*Rachel E. Fowler Rasdal*

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled prin-  
 cipal payment becomes due, to-wit: July 30, 1991

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a)\* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
- (b)- for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said OLGA P. RASDAL

and her legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said OLGA P. RASDAL

her heirs or assigns.

Witness OUR hand<sup>S</sup> this 30th day of July, 1981

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

Mark Rasdal  
+ Rachel E. Towner Rasdal

MORTGAGE

(FORM No. 7)  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TO

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 7th day of August, 1981 at 4:16 o'clock P.M., and recorded in book M81 on page 14121 or as file number 2996.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn

County Clerk

By Deputy Title.

AFTER RECORDING RETURN TO  
Fee \$7.00

Neal G. Buchanan  
Attorney at Law  
210 N. 4th  
Klamath Falls, OR 97601  
(503) 882-6607

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 30th day of July, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named MARK RASDAL & RACHEL E. TOWNER RASDAL

Known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Pam Mance

Notary Public for Oregon  
My Commission expires 8-1-82