

TC

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THIS INDENTURE WITNESSETH: That Willard Britton

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of the County of Klamath, State of Oregon, for and in consideration of the sum of
 Five thousand ----- No/100 Dollars (\$ 5,000.00), to him
 in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and
 by these presents do grant bargain, sell and convey unto May-Slade Oil Co.

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

SEE EXHIBIT "A" ATTACHED

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 May-Slade Oil Co.

heirs and assigns forever.
 THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
 Five thousand and ----- no/100 Dollars
 (\$ 5,000.00) in accordance with the terms of that certain promissory note of which the
 following is a substantial copy:

SAID NOTE IS ATTACHED HERETO AND MADE A PART HEREOF

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: , 19

SEP 28 PM 2 25

Carl
Hess

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 May-Slade Oil Co.

and their 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 Willard Britton

heirs or assigns.

Witness hand this 25th day of September, 1981

Willard Britton

*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.

STATE OF OREGON,

County of *Klamath* } ss.

BE IT REMEMBERED, That on this *28th* day of *September*, 19 *81*, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named *Willard Britton*

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that *above* 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.

Edna S. Smith
 Notary Public for Oregon.
 My Commission expires *5/13/84*

MORTGAGE

(FORM No. 7)

STEVENS-NESS LAW PUBL. CO. PORTLAND, ORE.

TO

AFTER RECORDING RETURN TO

May-Slade Oil Co.
953 S. Spring
Medford, Ore.

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of *28th*, 19 *81*, at *10* o'clock *M.*, and recorded in book, reel, volume No. *1* on page *1* of as document/fee/file/instrument/microfilm No. *1* Record of Mortgages of said County. Witness my hand and seal of County affixed

By

Deputy

PARCEL 1:

17262

Beginning at the Southeast corner of Lot 13 of Block 7 of NORTH BLK 7, in the County of Klamath, State of Oregon; thence West along the South line of said Lot a distance of 100 feet, more or less, to the Northeast corner of the tract of land originally conveyed by J. C. Edsall to V. D. Jones by Deed recorded in Book 89 at page 593, Deed Records; thence Northeasterly in a straight line a distance of 70 feet, more or less, to a point on the Northeasterly boundary of said Lot 13, which point is 67.2 feet Northwesterly along the Northeasterly boundary of said Lot 13, from the Northeast corner of said Lot 13 and which point is the Northeast corner of property conveyed by grantors to C. S. Elliot by deed dated July 26, 1950 and recorded July 27, 1950 in Book 240 at page 491, Deed Records; thence Southeasterly along the Northeasterly boundary of Lot 13, 67.2 feet to the Northeast corner of said lot; thence South 17 degrees 29' East along the Easterly boundary of said Lot 13, 32.6 feet, more or less, to the point of beginning, being all the portion of said Lot 13 lying East of the portion of said lot conveyed to C. S. Elliot by the deed above mentioned, together with the rights and reservations in deed to Elliot and as shown in contract with Elliot in Book 240 at page 494.

PARCEL 2:

Portion of Lot 2, Section 3, Township 37 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning on the section line at a point 1605 feet West of the Northeast corner of the Section; thence South 150 feet; thence West 100 feet; thence North 150 feet and East 100 feet to the point of beginning.

SUBJECT TO:

1. Reservations, restrictions, rights of way, easements of record and those apparent on the land;
2. 1980 real property taxes are now a lien, but not yet due and payable;
3. Conditions and restrictions as set forth in a deed from A. J. Hanan, et ux., to V. D. Jones, dated August 25, 1928 and recorded December 15, 1932 in Book 99 at page 286 of Klamath County Deed Records (Parcel 1)
4. Easement given to C. S. Elliot by J. C. Harrison, et ux., and right of way, including the terms and provisions thereof, dated July 26, 1950 and recorded July 27, 1950 in Book 240 at page 491, Klamath County Deed Records, for the right and privilege of operating and maintaining a tile sewage disposal system.
5. Agreement concerning sewage disposal, including all the terms and provisions thereof, between J. C. Harrison and Lyndell B. Harrison, husband and wife and C. S. Elliot, dated July 26, 1950, recorded July 27, 1950 in Book 240 at page 494, Deed Records (Parcel 1).
6. An easement created by instrument, including the terms and provisions thereof, dated: May 9, 1940, recorded July 10, 1940 in Book 130, page 351, in favor of The California Oregon Power Company, a California corporation.
7. Rights of the public in and to any portion of the above described property lying within the limits of roads or highways.
8. An easement created by instrument, including the terms and provisions thereof, recorded June 20, 1975, in Book M-75, page 7049, in favor of Bly Water District for 10 foot wide water line easement.

88571

17263

\$ 5,000.00

I (or, if more than one maker) we, jointly and severally, promise to pay to the order of
 May-Slade Oil Co.

9/25/81

, 19

Five thousand and _____ at 953 S. Spring St., Klamath Falls, Ore.
 with interest thereon at the rate of 15 percent per annum from 10/1/81 no/100 DOLLARS.

36 installments of not less than \$ _____ in any one payment; interest shall be paid until paid, payable in
 19 81, and a like payment on the 15th 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 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.

Willard L. Brutto

FORM No. 217—INSTALLMENT NOTE.

SN Stevens-Ness Law Publishing Co., Portland, Ore.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____

this 28th day of Sept. A.D. 1981 at 2:25'clock P.M.

duly recorded in Vol. M-81, of Mortgages on Page 17260

EVELYN BIEHN, County Clerk

By _____ Deputy

Fee \$16.00