

MTC 11123-K

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THIS INDENTURE WITNESSETH: That James R. DeBaun, Trustee, and/or any Successor Trustee under Written Declaration of Trust dated September 7, 1972 of the County of San Bernadino, State of California no/100 and in consideration of the sum of See note below--Twenty-seven Thousand Five Hundred & Dollars (\$27,500.00--), 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 John H. Molosky and Alicia Molosky

of the County of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit: Township 36 South, Range 12 East, Willamette Meridian, Section 25: Southwest 1/4 160 acres more or less.

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

John H. Molosky and Alicia Molosky, their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Twenty-seven Thousand Five Hundred & no/100 Dollars (\$27,500.00-- ) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$27,500.00--

Klamath Falls, Oregon

February 16

1982

I (or if more than one maker) we, jointly and severally, promise to pay to the order of James R. DeBaun, Trustee, and/or any Successor Trustee, under Written Declaration of Trust dated Sept. 7, 1972 at Mountain Title Company, Klamath Falls, OR.

Twenty seven Thousand Five Hundred & no/100 DOLLARS, with interest thereon at the rate of 9 percent per annum from Closing of Escrow until paid, payable in monthly installments of not less than \$278.93-- in any one payment; interest shall be paid monthly and

in addition to the minimum payments above required; the first payment to be made on the day of 1982, and a like payment on the same 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.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: , 19

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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 James R. DeBaun, Trustee, and/or Successor Trustee under Written Declaration of Trust dated September 7, 1972

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 John H. Molosky and Alicia M. Molosky, their heirs or assigns.

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.

Witness hand this 22nd day of June, 1982

\*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.

John H. Molosky  
Alicia M. Molosky

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 22nd day of June, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHN H. MOLOSKY and ALICIA M. MOLOSKY

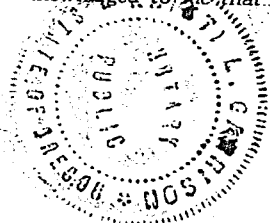
known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Kristi L. Garrison

Notary Public for Oregon

My Commission expires 6/19/83



# MORTGAGE

(FORM No. 7)

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

TO

SPACE RESERVED  
 FOR  
 RECORDER'S USE

AFTER RECORDING RETURN TO

MTC

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 21 day of July, 1982 at 1:15 o'clock P.M., and recorded in book/reel/volume No. M 82 on page 9334 or as document/tee/file/instrument/microfilm No. 13816 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

NAME

TITLE

Fee \$8.00

Deputy