

MTC 11122-K

SN

13818

Page 9337

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, for and in consideration of the sum of See note below--Eighty-five Thousand & no/100----- Dollars (\$85,000.00-), to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto John H. Molosky and Alicia M. Molosky

of Iowa, the following described premises situated in Klamath County, State of Oregon, to-wit:
Township 36 South, Range 12 East, Willamette Meridian, Section 25: Southeast 1/4 and Section 36: Northeast 1/4 and the East 1/2 of the Northwest 1/4. 400 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 M. Molosky

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Eighty-five Thousand & no/100----- Dollars (\$85,000.00--) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$85,000.00

Klamath Falls, Oregon

February 25

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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 Eighty five Thousand & no/100----- at Mountain Title Company, Klamath Falls, OR.

with interest thereon at the rate of -9- percent per annum from January 15, 1983 until paid, payable in monthly installments of not less than \$637.50-- in any one payment; interest shall be paid monthly and 19 83, 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. The Balance (\$85,000.00) is all due payable 10 years after Escrow closing

* Strike words not applicable.

/s/ John H. Molosky

/s/ Alicia M. Molosky

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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 any 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 Molosky

heirs or assigns.

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

MORTGAGE

(FORM No. 7)

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

TO

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 M82 on page 9337 or as file number 13818.

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn

County Clerk Title.

By Joy McQuinn Deputy.

AFTER RECORDING RETURN TO

Fee \$8.00

MTTC

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(s) 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

13818