

MTC 11123-K

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THIS INDENTURE WITNESSETH: That JOHN H. MOLOSKY and ALICIA M. MOLOSKY,
HUSBAND AND WIFE

of the County of Klamath, State of Oregon, 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 does grant bargain, sell and convey unto JAMES R. DE BAUN, TRUSTEE, and/or
any Successor Trustee under Written Declaration of Trust dated September 7, 1972

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.

**This document is being re-recorded to correct the names of the mortgagors and
mortgagees.

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
Twenty seven Thousand Five Hundred & no/100 at Mountain Title Company, Klamath Falls, OR.

with interest thereon at the rate of -9- percent per annum from Closing of Escrow DOLLARS.
monthly installments of not less than \$278.93-- in any one payment; interest shall be paid monthly until paid, payable in
the minimum payments above required; the first payment to be made on the 21st day of August
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.

/s/ John M. Molosky

/s/ Alicia M. Molosky

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

19

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.

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 D Molosky
Alicia Molosky

STATE OF OREGON.

County of Klamath

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 N. MOLOSKEY and ALICIA M. MOLOSKEY

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

Notary Public for Oregon
My Commission expires 6/19/83



MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN TO

MTG

SPACE RESERVED
FOR
RECORDER'S USE

INDEXED

STATE OF OREGON,

County of Klamath

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

Depurva

10384

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

9:48

this 12 day of August A. D. 19 82 at _____ o'clock A. M., and
duly recorded in Vol. M 82, of _____ Mtge on a 10382

Fee \$12.00

EV. LYN BIEHN, County Clerk

By

Joyce McDevine