

MTC 11122-K

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9337

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

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

of the County of _____, State
of _____, 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.

**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 M.
Molosky

heirs and assigns forever.

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, 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.
Eighty five Thousand & no/100----- DOLLARS,
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
the minimum payments above required; the first payment to be made on the 15th day of January
1983, 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

John H. Molosky
Alicia M. Molosky

*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.

MORTGAGE

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

TO

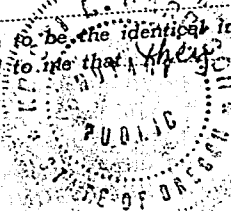
STATE OF OREGON
County of Klamath
I certify that the within instrument was received for record on the 21 day of July, 1982, at 1:15 o'clock P.M., and recorded in book M82 on page 9337 or as file number 13818.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

County Clerk Evelyn Biehn
Title
BY Joycel M. Biehn, Deputy
AFTER RECORDING RETURN TO
Fee \$8.00
MTC

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

10387

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 11 day of August A. D. 1982 at 9:48 o'clock A. M. and

duly recorded in Vol. M 82, of Mtge on a 10385

Fee \$12.00

EVELYN BIEHN, County Clerk
By Joyce McQuinn