

MTC 5462 FS

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TC 15180

THIS INDENTURE WITNESSETH: That We, RODNEY MARTINO and MICHELE A. MARTINO, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of TWELVE THOUSAND and NO/100 Dollars (\$ 12,000.00), to us in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto B. J. JENDRZEJEWSKI and NONIE JENDRZEJEWSKI, husband and wife, of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Lot 22, Block 91, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT NO. 4, according to the official plant thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 B. J. JENDRZEJEWSKI and NONIE JENDRZEJEWSKI, husband and wife, heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TWELVE THOUSAND and NO/100 Dollars (\$ 12,000.00) in accordance with the terms of ~~that Contract~~ of which the following is a substantial copy:

that Contract--Personal Property The balance of said purchase price is payable in monthly installments of not less than \$255.00 in any one payment; interest shall be paid monthly and is included in the minimum payments; first payment to be made on the first day of October, 1982, and a like payment on the first day of each month thereafter, until the whole sum, principal and interest, has been paid; all of said purchase price may be paid at any time without penalty; all deferred balance shall bear interest at the rate of ten percent (10%) per annum from date hereof until paid.

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

82 SEP 2 AM 9 07

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 THE PURCHASE OF A HOME OR HOME IMPROVEMENTS OR FOR AGRICULTURAL PURPOSES OR FOR BUSINESS OR COMMERCIAL 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 B. J. JENDRZEJEWSKI and NONIE JENDRZEJEWSKI, husband and wife,

-----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 B. J. JENDRZEJEWSKI and NON JENDRZEJEWSKI, husband and wife, and their----- heirs or assigns.

Witness our hand S. this 20<sup>th</sup> day of August, 19 82.

\*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.

*Rodney Martino*  
*Michele A. Martino*

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 20<sup>th</sup> day of August, 19 82, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named RODNEY MARTINO and MICHELE A. MARTINO

known to me to be the identical individuals 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.

*Gaylen L. Kinnaman*  
 Notary Public for Oregon  
 My Commission expires 10/05/85

## MORTGAGE

(FORM No. 7)

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

RODNEY MARTINO and  
MICHELE A. MARTINO

TO

B. J. JENDRZEJEWSKI and  
NONIE JENDRZEJEWSKI

AFTER RECORDING RETURN TO

*MYC*

SPACE RESERVED  
 FOR  
 RECORDER'S USE

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 2 day of Sept, 1982, at 9:07 o'clock AM, and recorded in book M 82 on page 1565 or as file/reel number 15180, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By *John McEwen* Deputy  
 Fee \$8.00

*Order 5463*