

TC

16546

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THIS INDENTURE WITNESSETH: That William E. Matthews, M.D.

of the County of Jackson, State of Oregon, for and in consideration of the sum of  
Twenty thousand Dollars (\$20,000), to him  
in hand paid, the receipt whereof is hereby acknowledged, he S. granted, bargained, sold and conveyed, and  
by these presents does grant bargain, sell and convey unto  
Medford Orthopedic Group, P.C., Money-Purchase Pension Plan and Trust

of the County of Jackson, State  
of Oregon, the following described premises situated in Klamath County, State of  
Oregon, to-wit:

The improvements located on Lot 0-1 Summer Home, Lake Woods, Klamath County, Oregon

TO HAVE AND TO HOLD the above described premises unto the said Medford Orthopedic Group, P.C., Money-Purchase Pension Plan and Trust, its heirs and assigns forever.

County of Jackson

State of 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 Medford Orthopedic Group, P.C.  
Money-Purchase Pension Plan and Trust

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of  
Twenty thousand Dollars (\$20,000) in accordance with the terms of certain promissory note of which the  
following is a substantial copy:

\$20,000.00, 11-01, 1981

I (or if more than one maker) we, jointly and severally, promise to pay to the order of  
Medford Orthopedic Group, Monday Purchase Pension Plan  
at

DOLLARS.

with interest thereon at the rate of 19 1/2 percent per annum from 5 years until paid, payable in  
installments of not less than \$ in any one payment; interest shall be paid ANNUALLY and  
in addition to the minimum payments above required; the first payment to be made on the day of

19 and a like payment on the day of 5 years 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.

*William E. Matthews*

William E. Matthews, M.D.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled prin-  
cipal payment becomes due, to-wit: November 1, 1986

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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 Notices 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 Medford Orthopedic Group, P.C. Money-Purchase Pension Plan and Trust and its 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 William E. Matthews, M.D. his heirs or assigns.

Witness \_\_\_\_\_ hand this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

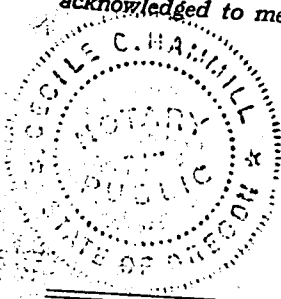
*William E. Matthews*  
William E. Matthews, M.D.

\*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.

STATE OF OREGON,

County of Jackson } ss.

BE IT REMEMBERED, That on this 16<sup>th</sup> day of September, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named William E. Matthews, M.D. known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

*Cecil C. Hamill*  
Notary Public for Oregon.  
My Commission expires \_\_\_\_\_  
COMMISSION EXPIRES: MAY 23, 1985

**MORTGAGE**

(FORM No. 7)

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

William E. Matthews, M.D.

TO

MEDFORD ORTHOPEDIC GROUP, P.C.  
MONEY PURCHASE PENSION PLAN

AFTER RECORDING RETURN TO  
Zarutsky & Klarquist, P.C.  
1099 SW Columbia  
Portland, Oregon 97201

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 21 day of Oct, 1982, at 2:27 o'clock PM., and recorded in book/reel/volume No. M82 on page 14034 or as document/fee/file/instrument/microfilm No. 16546, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk  
NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By *John McQuinn* Deputy  
Fee \$8.00