

TC

16908

Vol. M82 Page 1465

THIS INDENTURE WITNESSETH: That BERRY MARCELLOUS BLACKWELL

of the County of Klamath, State of Oregon, for and in consideration of the sum of FOUR THOUSAND FIVE HUNDRED & NO/100s-----Dollars (\$4,500.00), to me 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 MARY WARMEE

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

"Lot 2 and the Northeasterly 1/2 of Lot 3, Block 2, Hollister Addition to Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon."

MORTGAGE

STATE OF OREGON

RECORDED

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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 MARY WARMEE AND HER

heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100s-----Dollars (\$4,500.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 4,500.00 Klamath Falls, Oregon April 17, 1982 FIVE (5) YEARS after date, I (or if more than one maker) we, jointly and severally, promise to pay to the order of MARY WARMEE at Klamath Falls, Oregon FOUR THOUSAND FIVE HUNDRED & 00/100s (\$4,500.00)-----DOLLARS, with interest thereon at the rate of percent per annum from date hereof until paid; interest to be paid If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof; and if a suit or an action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

Berry M. Blackwell

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: April 17, 1987

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 MARY WARMEE

and her 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 BERRY MARCELLOUS BLACKWELL, his heirs or assigns.

Witness my hand this 17th day of April, 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.

Berry M Blackwell

MORTGAGE
(FORM No. 7)

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

TO

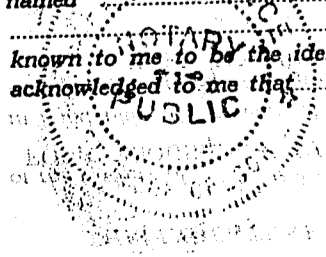
STATE OF OREGON
County of Klamath ss.
I certify that the within instrument was received for record on the 3 day of Nov, 1982, at 3:31 o'clock P.M., and recorded in book MB2 on page 14657 or as file number 16908.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Evelyn Biehn
County clerk
Title. Deputy.
Fee \$8.00
AFTER RECORDING RETURN TO

Neal G. Buchanan
Attorney at Law
210 N. 4th
Klamath Falls, OR 97601
(503) 882-6607

STATE OF OREGON,
County of Klamath ss.

BE IT REMEMBERED, That on this 17th day of April, 1982, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named BERRY MARCELLOUS BLACKWELL 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.

Pam McAnce
Notary Public for Oregon.
My Commission expires 8-1-82