

TC

20408

Vol. M83, p. 2250

THIS INDENTURE WITNESSETH: That

DAVID G. KORZAN

of the County of Klamath, State of Oregon, for and in consideration of the sum of ONE THOUSAND AND NO/100s Dollars (\$ 1,000 ), to me in hand paid, the receipt whereof is hereby acknowledged, ha granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto RICHARD L. BROOKS and MILDRED A. BROOKS, husband and wife

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

"North 30 feet of that portion of the  $W\frac{1}{2}N\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}$  and the  $N\frac{1}{2}S\frac{1}{2}NW\frac{1}{4}$  of Section 33, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying East and adjoining the Old Fort Road.

SUBJECT TO contracts and/or liens for irrigation and/or drainage, reservations, easements, restrictions and rights of way of record and those apparent on the land;

INCLUDING BUT NOT LIMITED TO geothermal lease dated January 11, 1972, recorded February 22, 1972 in Book M72 at page 1860; open range grazing; and reservations if any."

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 RICHARD L. BROOKS and MILDRED A. BROOKS, husband and wife

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of ONE THOUSAND AND NO/100s Dollars (\$ 1,000.00 ) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

PROMISSORY NOTE

\$1,000.00

Klamath Falls, Oregon

JAN. 17, 1983

UPON sale of the property described as "North 30 feet of that portion of the  $W\frac{1}{2}N\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}$  and the  $N\frac{1}{2}S\frac{1}{2}NW\frac{1}{4}$  of Section 33, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying East and adjoining the Old Fort Road", or on or before October 1, 1987, whichever shall first occur, I promise to pay ONE THOUSAND AND NO/100s (\$1,000.00) DOLLARS, plus interest at the rate of 10% per annum, to the order of RICHARD L. BROOKS and MILDRED A. BROOKS, husband and wife, at 3003 Old Fort Road, Klamath Falls, Oregon 97601. If this note is placed in the hands of an attorney for collection, I 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.

DAVID G. KORZAN

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: October 1, 1987

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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 RICHARD L. BROOKS and

MILDRED A. BROOKS, 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 DAVID G. KORZAN

heirs or assigns.

Witness my hand this

day of

January

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\*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.

DAVID G. KORZAN

# 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 11 day of Feb., 19 83, at 2:04 o'clock A.M., and recorded in book M83 on page 2250 or as file number 20408  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

By *Joyce McArthur* Deputy.  
Title.

AFTER RECORDING RETURN TO  
Fee \$8.00

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 day of January, 19 83, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named DAVID G. KORZAN

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 McNamee*  
Notary Public for Oregon.

My Commission expires 8-1-86