

TC

22164



THIS INDENTURE WITNESSETH: That DOYLE L. MOORE and ORDA L. MOORE,  
husband and wife  
of the County of Klamath, State of Oregon, for and in consideration of the sum of  
TWENTY FIVE THOUSAND and No/100- - - - - Dollars (\$ 25,000.00), to them  
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 C.B. FRIEND

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

Lot 33 in Block 1, Original Plat of Klamath River Acres,  
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 C.B. FRIEND

her heirs and assigns forever.  
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of  
TWENTY FIVE THOUSAND and No/100- - - - - Dollars  
(\$25,000.00) in accordance with the terms of one certain promissory note of which the  
following is a substantial copy:

\$ 25,000.00 Klamath Falls, Oregon April 6, 1983  
On or before one year after date, I (or if more than one maker) we jointly and  
severally promise to pay to the order of C.B. FRIEND  
at 5612 Balsam Dr, Klamath Falls, OR 97601  
TWENTY FIVE THOUSAND and No/100- - - - - DOLLARS.  
with interest thereon at the rate of 6½ % per annum from April 6, 1983  
at maturity and if not so paid, all principal and interest, at the option of the holder of this note, to become imme-  
diately due and collectible. Any part hereof may be paid at any time. 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; 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.

*Doyle L. Moore*  
*Orda L. Moore*

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: April 6, 1984



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 **C.B. FRIEND**

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 ~~XXXX~~ proper parties entitled thereto heirs or assigns.

Witness our hand S this 6th day of April, 19 83.

*Doyle L. Moore*  
*Orda L. Moore*

\*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 Klamath } ss.

BE IT REMEMBERED, That on this 6th day of April, 19 83, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Doyle L. Moore and Orda L. Moore** known to me to be the identical individual S. 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.

*Marlene P. Addington*  
Notary Public for Oregon.  
My Commission expires March 22, 1985

**MORTGAGE**

(FORM No. 7)

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

TO

SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO

*C.B. Friend*  
*5612 Balsam Dr.*  
*Klamath Falls, OR 97601* 8.00

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 6th day of April, 1983, at 3:03 o'clock P.M., and recorded in book reel volume No. M83 on page 5174 or as document/fee/file/instrument/microfilm No. 22164. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

**EVELYN BIEHN** COUNTY CLERK

By *Deputy* Deputy