

26026

Vol. 83 Page 11649

THIS INDENTURE WITNESSETH: That HELGA M. KING
 of the County of Klamath, State of Oregon, for and in consideration of the sum of
Six Thousand and no/100ths Dollars (\$6,000.00), to her
 in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and
 by these presents do grant bargain, sell and convey unto BRANDSNESS & HUFFMAN, P. C.

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

DESCRIPTION OF SAID PREMISES IS ATTACHED HERETO, MARKED AS
 EXHIBIT "A"

TO HAVE AND TO HOLD the above premises unto the said BRANDSNESS & HUFFMAN, P. C. and their heirs and assigns forever, together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, unto the said BRANDSNESS & HUFFMAN, P. C.

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 BRANDSNESS & HUFFMAN, P. C.

its heirs and assigns forever.
 THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
Six Thousand and NO/100ths Dollars
 (\$6,000.00) in accordance with the terms of a certain promissory note of which the
 following is a substantial copy:

\$6,000.00 Klamath Falls, OR July 20, 1983
 Thirty (30) days after date, I (or if more than one maker) we jointly and
 severally promise to pay to the order of Brandsness & Huffman, P. C.
at 411 Pine Street, Klamath Falls, OR
Six Thousand and no/100ths (\$6,000.00) DOLLARS,
 with interest thereon at the rate of 10% per annum from July 20, 1983 until paid; interest to be paid
annually 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.
 This note is to secure an
 account for services with
 the Payee, including future
 advances
 /s/ HELGA KING

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: 30 days after demand

CK
1205

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 BRANDSNESS & HUFFMAN, P. C.

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 HELGA M. KING her heirs or assigns.

Witness my hand this 20th day of July, 1983.

Helga M. King

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.

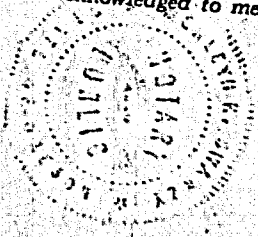
STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 20th day of July, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named HELGA M. KING known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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.

Michelle H. Swaney
Notary Public for Oregon.
My Commission expires 9/16/85



MORTGAGE (FORM No. 7)

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

TO

SPACE RESERVED FOR RECORDER'S USE

AFTER RECORDING RETURN TO
Brandsness & Huffman
411 Pine Street
Klamath Falls, OR 97601

SECE

STATE OF OREGON,

County of } ss.

I certify that the within instrument was received for record on the day of 19 at o'clock M., and recorded in book/reel/volume No. on page or as document/fee/file/instrument/microfilm No. Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME
By [Signature] Deputy

PARCEL I

The S $\frac{1}{2}$ of the following described property:

11651

Beginning at a point on the Southeasterly right-of-way boundary of the Dalles-California Highway in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; which point of beginning is North 940.8 feet; thence East 482.9 feet; and thence South 16° 55' West 70.1 feet from the one-quarter corner common to Sections 19 and 20 in said Township and Range; thence South 16° 55' West along said right-of-way boundary a distance of 50 feet; thence South 73° 05' East 150 feet; thence North 16° 55' East 50 feet; thence North 73° 05' West 150 feet, more or less, to the point of beginning, being a portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL II

A portion of the W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the Easterly right-of-way line of the Dalles-California Highway, which point is South along the Section line, 1667.8 feet; thence East 491.6 feet and thence South 16° 53' 30" West along the Easterly right-of-way line of said Highway, a distance of 150 feet; from the Section corner common to Sections 17, 18, 19 and 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, thence South 16° 53' 30" West, along said right-of-way line, 100 feet; thence South 73° 06' 30" East, 150 feet; thence North 16° 53' 30" East, parallel to said right-of-way line, 100 feet; thence North 73° 06' 30" West, 150 feet, more or less, to the point of beginning; being a portion of said W $\frac{1}{2}$ of NW $\frac{1}{4}$, said Section 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL III

Beginning at a point on the Southeasterly right-of-way boundary of the Dalles-California Highway in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; which point of beginning is North 940.8 feet; thence East 482.9 feet; and thence South 16° 55' West 70.1 feet from the one-quarter corner common to Sections 19 and 20 in said Township and Range; thence South 16° 55' West along said right-of-way boundary a distance of 150 feet; thence South 73° 05' East 150 feet to the true point of beginning; thence North 73° 05' West 40 feet to the Easterly line of the Dalles-California Highway; thence South 16° 55' West 350 feet, more or less, to the Northwest corner of the parcel described in deed recorded October 22, 1963 in Volume 348, page 603, Deed Records of Klamath County, Oregon;

PARCEL III (continued)

thence South 73° 05' East 190 feet along the Northerly line of said parcel; thence North 16° 55' East 450 feet to the Southeast corner of the parcel described in contract recorded May 12, 1970 in Volume M70, page 3748, Microfilm Records of Klamath County, Oregon; thence North 73° 06' 30" West along the Southwesterly line of said parcel 150 feet; thence South 16° 55' West 100 feet to the true point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ..

this 21st day of July A.D. 19 83 at 2:29 o'clock P.M., and

duly recorded in Vol. M83 of Mortgages on Page 11649

EVELYN BIEHN, County Clerk

By Seretha A. Heltsch

"EXHIBIT A"

Fee \$12.00