

TJA # M-38-26390-2

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Mt. McLoughlin Council # 2255

THIS INDENTURE WITNESSETH: That KNIGHTS OF COLUMBUS BUILDING CORP., INC.,

of the County of Klamath, State of Oregon, for and in consideration of the sum of
 FIFTEEN THOUSAND AND NO/100 Dollars (\$ 15,000.00), to him
 in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and
 by these presents do es. grant bargain, sell and convey unto
 DAVID P. ROUSH, Administrator

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

PARCEL 1

A tract of land in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 5,
 Township 39 South, Range 9 East of the Willamette Meridian, in the
 County of Klamath, State of Oregon, described as follows:

Beginning at the point of intersection of the North right of way
 line of Greensprings Drive and the West line of the Southeast $\frac{1}{4}$ of
 said Section 5; thence North $0^{\circ} 30'$ East, along said West line, a
 distance of 675.00 feet to the true point of beginning; thence
 continuing North $0^{\circ} 30'$ East, a distance of 125.00 feet; thence
 South $89^{\circ} 30'$ East, a distance of 70.00 feet; thence South $0^{\circ} 30'$
 West a distance of 125.00 feet; thence North $89^{\circ} 30'$ West, a distance
 of 70.00 feet to the point of beginning.

PARCEL 2

A tract of land situated in the SE $\frac{1}{4}$ of Section 5, Township 39 South,
 Range 9 East of the Willamette Meridian, in the County of Klamath,
 State of Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin on the North-South center section
 line of the said Section 5, said point being South $00^{\circ} 30' 00''$ West
 a distance of 755.45 feet from the center $\frac{1}{4}$ corner of said Section 5
 as marked by an iron axle; thence South $89^{\circ} 30' 00''$ East at right
 angles to the said center section line 70.00 feet; thence North $00^{\circ} 30' 00''$
 East parallel to said center section line 125.00 feet; thence South $89^{\circ} 30'$
 East at right angles to said center section line 246.00 feet; thence
 South $00^{\circ} 30' 00''$ West parallel to said center section line 635.03 feet to
 the Northerly right of way line of Greensprings Drive; thence South $62^{\circ} 56'$
 West along said Northerly right of way line 356.47 feet to the inter-
 section with the said North-South center section line of said Section 5;
 thence North $00^{\circ} 30' 00''$ East along said center section line 675.00 feet to
 the point of beginning.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
 FIFTEEN THOUSAND AND NO/100 Dollars (\$ 15,000.00) in accordance with the terms of a certain promissory note of which the
 following is a substantial copy:

THIS NOTE SECURED BY MORTGAGE OF EVEN DATE

\$ 15,000.00

On or before August 3, 1985 Klamath Falls, OR July 28, 1983
 severally promise to pay to the order of DAVID P. ROUSH, Administrator
 at

FIFTEEN THOUSAND AND NO/100

with interest thereon at the rate of 10 % per annum from August 3, 1983 DOLLARS,
 monthly** 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, if 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.

**Interest to be paid monthly with the first interest MT McLOUGHLIN COUNCIL #2255 KNIGHTS
 payment to be made on the 1st day of September, 1983, OF COLUMBUS BUILDING CORP. INC.
 in the amount of \$116.66 and a interest payment due on
 the 1st day of each month thereafter in the amount of
 \$125.00 equaling a full months interest at 10%.

FORM No. 214 - PROMISSORY NOTE

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

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: August 3, 1985

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 on back of this form)~~

(b) ~~for an organization or for other non-personal 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

David P. Roush, Administrator

and his

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 Mt. McLoughlin Council #2255 Knights of Columbus Building Corp., Inc. heirs or assigns.

FORM NO. 24 - ACKNOWLEDGMENT - CORPORATION

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Witness OUR hand S. this 3rd day of August, 1983

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.

MT MCLOUGHLIN COUNCIL #2255 KNIGHTS OF COLUMBUS BUILDING CORP., INC.

Desmond W. Milner
W.G. Ely, Secy

FORM NO. 24 - ACKNOWLEDGMENT - CORPORATION

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

STATE OF OREGON,

County of Klamath

ss.

before me appeared Desmond W. Milner On this 3rd day of August, 1983, W.G. Ely and

duly sworn, did say that he, the said Desmond W. Milner both to me personally known, who being is the President, and he, the said W.G. Ely is the Secretary

of Mt. McLoughlin Council #2255 Knights of Columbus Building Corp. the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Desmond W. Milner and W.G. Ely acknowledge said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

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

MORTGAGE

(FORM No. 7)

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

TO
DAVID P. ROUSH, Administrator
1743 Embarcadero Rd.
Palo Alto, Calif. 94303

AFTER RECORDING RETURN TO

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 4th day of AUG, 1983, at 10:35 clock A.M., and recorded in book M83 on page 12844 or as file/reel number 26549. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Deputy. 8.00 fee