

TC

28601

Vol. 1183 Page 16302



THIS INDENTURE WITNESSETH: That THOMAS PARTRIDGE, SR.

of the County of Orange, State of California, for and in consideration of the sum of One Thousand Three Hundred Ninety Six and 10/100 Dollars (\$1,396.10), to me 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 SWAN LAKE MOULDING COMPANY

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

A portion of the SE $\frac{1}{4}$ lying SW of the road, Section 10, Township 36S, Range 6 EWM, Klamath County, Oregon, Tax Code 78, Map 3606-1040, Tax Lot 700

Also described as:

All that portion of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 10, Township 36S, Range 6 East of the Willamette Meridian, lying Southwesterly of the Oregon State Secondary Highway designated as Lake of the Woods Highway No. 270, according to the official plat thereof on file in the records of 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 SWAN LAKE MOULDING COMPANY

its successors, heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of One Thousand Three Hundred Ninety Six and 10/100 Dollars (\$1,396.10) in accordance with the terms of certain promissory note of which the following is a substantial copy:

\$ 1,396.10
Sixty (60) days
severally promise to pay to the order of SWAN LAKE MOULDING COMPANY
at Klamath Falls, Oregon
One Thousand Three Hundred Ninety Six and 10/100 DOLLARS,
with interest thereon at the rate of 9% per annum from April 1, 1983 until paid; interest to be paid at maturity and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately 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. All principal and interest due in full on or before November 16, 1983.

THOMAS PARTRIDGE, SR.

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

FORM No. 216—PROMISSORY NOTE.

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: November 16, 1983

OK 8-90

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 SWAN LAKE MOULDING COMPANY

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 THOMAS PARTRIDGE, SR.
his heirs or assigns.

Witness my hand this 19 day of September 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.

Thomas Partridge SR

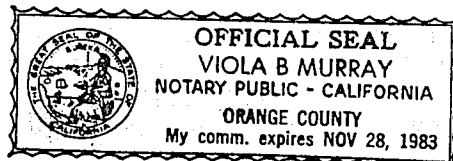
STATE OF ~~OREGON~~ CALIFORNIA

County of Orange } ss.

BE IT REMEMBERED, That on this 19 day of September, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named THOMAS PARTRIDGE, SR.

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.



Viola B Murray
 Notary Public for ~~Oregon~~ California
 My Commission expires NOV 28 1983
Viola B. Murray

MORTGAGE

(FORM No. 7)

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

THOMAS PARTRIDGE, SR.

TO

SWAN LAKE MOULDING COMPANY

AFTER RECORDING RETURN TO
 James R. Uerlings
 Attorney at Law
 110 N. Sixth Street, Suite 209
 Klamath Falls, OR 97601-6056

SPACE RESERVED
 FOR
 RECORDER'S USE

Fee: \$8.00

STATE OF OREGON, } ss.

County of Klamath

I certify that the within instrument was received for record on the 21st day of September, 1983, at 2:45 o'clock P.M., and recorded in book/reel/volume No. M 83 on page 16302 or as document/fee/file/instrument/microfilm No. 28601, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Ann Smith Deputy