

TC 32179

TA 38-26949

THIS INDENTURE WITNESSETH: That I, Gladys R. Lindsey Vol. 1874 Page 131

of the County of Klamath-----, State of Oregon-----, for and in consideration of the sum of  
 Seventeen Thousand Five Hundred and no/100--Dollars (\$17,500.00, to me-----  
 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 Jerome F. and Jean N. Wencil  
 Husband and Wife-----

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

Lots 38 and 39, First Addition to Sportsman Park, in the  
 County of Klamath, State of Oregon.

Subject to:

1) Agreement from Herbert Fleishhacker and May Belle Fleishhacker,  
 his wife, and the California Oregon Power Company, a corporation  
 dated January 25, 1924, recorded February 15, 1924 in Book 63 at page  
 460, Deed Records of Klamath County, Oregon, "...giving and granting unto  
 the second party the perpetual right, privilege and easement of over-  
 flowing and/or uncovering said lands as the case may be in its operation  
 of said dam and/or regulations and control of the water levels of said  
 Upper Klamath Lake between said elevations of 4137 and 4143.3 feet  
 above sea level.

2) Agreement between Gus G. Johnson and Olive Johnson, Husband and wife,  
 first parties, Raymond M. Sykes, second party, and Robert Sloan and Peggy  
 M. Sloan, husband and wife, third parties, Dated October 27, 1952,  
 recorded December 19, 1952 in Book 258 at page 290, Deed records of  
 Klamath County Oregon,.

3) Restrictions, but omitting restrictions, if any, based on race,  
 color, religion or national origin, as shown on the recorded plat of  
 First Addition to Sportsman park.

4) Covenants, easements and restrictions, but omitting restrictions,  
 if any based on race, color, religion, or national origin, imposed by  
 instrument, including the terms thereof,  
 Recorded : April 30, 1956 Book: 282 Page 506

5) An easement created by instrument including the terms and  
 provisions thereof,  
 Dated : October 31, 1955 Book : 279 Page: 5  
 Recorded : October 31, 1955  
 In favor of : The California Oregon Power Company a  
 : California Corporation

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 Jerome F. and Jean N. Wencil  
 Husband and Wife-----

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of  
 Seven thousand Five Hundred and no/hundredths----- Dollars  
 (\$7,500.00) in accordance with the terms of that certain promissory note a of which the  
 following is a substantial copy:

\$7,500.00

I (or if more than one maker) we, jointly and severally, promise to pay to the order of Gladys R. Lindsey-----, 19 83  
 at Mountain Title Company Coll. Escrow.

Seven Thousand Five Hundred and no/100ths----- DOLLARS,  
 with interest thereon at the rate of 9 1/2 percent per annum from April 1, 1984 until paid, payable in  
 monthly installments of not less than \$97.05 in any one payment; interest shall be paid monthly and  
 \* in addition to the minimum payments above required; the first payment to be made on the 1st day of May  
 19 84, and a like payment on the 1st day of each month thereafter, until the whole sum, principal and  
 interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the  
 option of the holder of this note. 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; 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.  
 \* Strike words not applicable.

Jerome F. Wencil  
 Jean N. Wencil

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: May 1, 1994-----, 19-----

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 Gladys R. Lindsey

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 said Gladys R. Lindsey or her heirs or assigns.

Witness our hand S this 16th day of December, 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, at 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 16<sup>th</sup> day of DECEMBER, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JEROME F. & JEAN N. WENCE

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.

Robert A. Dilling  
Notary Public for Oregon.

My Commission expires 9-23-85

# MORTGAGE

(FORM No. 7)

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

JEROME F. & JEAN N. WENCE

TO

GLADYS R. LINDSEY

AFTER RECORDING RETURN TO

Mountain Side Co.

SPACE RESERVED  
FOR  
RECORDER'S USE

Fee: \$8.00

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 4th day of January, 1984, at 10:39 o'clock AM, and recorded in book/reel/volume No. MS4 on page 131 or as document/fee/file/instrument/microfilm No. 32172, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
NAME TITLE

By Ann Smith Deputy