

TC

MTC-1396-55

Vol. 184 Page 6519

35754

THIS INDENTURE WITNESSETH: That Jerry L. Benson and Dania Marie Benson
husband and wife

of the County of Klamath, State of Oregon, for and in consideration of the sum of
 Nineteen thousand five hundred seventy five and 71/100 Dollars (\$19575.71), 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 Sam L. Wilkins and Rosie Wilkins,
in trust for Sam L. Wilkins Jr. and Paul E. Wilkins, as per one Inter Vivos
Trust agreement dated Oct. 8, 1979, recorded in Vol. 733, Page 475, in County
Clerks Office at Douglas Co. Courthouse in Seaside, Oregon
 of Oregon, the following described premises situated in Klamath County, State of
Oregon, to-wit:

From the intersection of the West Side of Brighton Avenue and the North
 side of River Street in the town of Doten run to a point distant fifty two
 and five tenths (52.5) feet Northwesterly on the North line of said River
 Street for the place of beginning; thence West along said North line of said
 Street, a distance of eighty two and seven tenths (82.7) feet, more or less
 to the Southwest corner of land described in deed to T. J. and Nora Prather,
 recorded in Deed Records of Klamath County, Oregon in Book 67 at Page 55;
 thence North 33 degrees East, Two hundred sixty (260) feet, more or less,
 to the Klamath River, thence Southeasterly along said line of Klamath
 River Eighty seven and one tenth (87.1) feet, more or less, THENCE South
 33 degrees 00 minutes West to the point of beginning, said parcel being a
 part of Lot 1 Section 31, Township 39 South, Range 8, East Willamette
 Meridian.

MOUNTAIN TITLE COMPANY, INC. has recorded this
 instrument by request as an accommodation only,
 and has not examined it for regularity and sufficiency
 or as to its effect upon the title to any real property
 that may be described therein.

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 mortgagee

Sam L. Wilkins and Rosie Wilkins, in trust for Sam L. Wilkins Jr. and
Paul E. Wilkins, each having an equal interest

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Nineteen
thousand five hundred seventy five and seventy one /100 Dollars
 (\$19575.71) in accordance with the terms of a certain promissory note of which the
 following is a substantial copy:

\$19575.71, March 1, 1984, 19
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of Sam L. Wilkins
and Rosie Wilkins, in trust for Sam L. Wilkins Jr. and Paul Wilkins
at Elktion, Oregon
Nineteen thousand five hundred seventy five and 71/100 DOLLARS,
 with interest thereon at the rate of 6 percent per annum from March 1, 1984 until paid, payable in
Monthly installments of not less than \$200.00 in any one payment; interest shall be paid and
in addition to the minimum payments above required; the first payment to be made on the 1st day of March, 1984
19 and a like payment on the first 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.

/s/ Jerry L. Benson

/s/ Dania Marie Benson

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: 19

When principal and interest are paid in full.

CRSU

1984 APR 19 PM 2 12

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 mortgagee;

and their 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 Sam L. Wilkins and Rosie Wilkins in trust for Sam L. Wilkins Jr. and Paul E. Wilkins their heirs or assigns.

Witness our hand this 19th day of April, 19 84.

*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 19th day of April, 19 84, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Jerry L. Benson and Dania Marie Benson, husband and wife

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.

Kristi L. Bedd

Notary Public for Oregon

My Commission expires 11/16/87

MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN TO

Mountain Title
Company Mary

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 19th day of April, 19 84 at 2:12 o'clock P.M., and recorded in book/reel/volume No. M84 on page 6519 or as document/fee/file/instrument/microfilm No. 35754. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By

Phyllis Smith

Deputy

Fee: \$8.00