



THIS INDENTURE WITNESSETH: That CHANE L. HULL and JUDY G. HULL, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Thirty Thousand and no/100ths Dollars (\$ 30,00.00), 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 ROBERT KELLOGG and PATRICIA KELLOGG, husband and wife,

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

The North 70 feet of Lot 6, FAIR ACRES SUBDIVISION NO. 1, in the County of Klamath, State of 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 ROBERT KELLOGG and PATRICIA KELLOGG, husband and wife,

their heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Thirty Thousand and no/100ths Dollars (\$ 30,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$30,000.00 Klamath Falls, OR May 1, 1984
On or before May 1, 1985 after date, I (or if more than one maker) we jointly and severally promise to pay to the order of ROBERT KELLOGG and PATRICIA KELLOGG at Klamath Falls, Oregon Thirty Thousand and no/100ths (\$30,000.00) DOLLARS, with interest thereon at the rate of 7 % per annum from May 1, 1984 upon 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.

/s/ CHANE L. HULL

Chane L. Hull

/s/ JUDY G. HULL

June G. Hull

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 ROBERT KELLOGG and PATRICIA KELLOGG, husband and wife,

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 CHANE L. HULL and JUDY G. HULL, husband and wife, theirs or assigns.

Witness our hand S. this 1ST day of May, 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.

Chane L. Hull
Judy G. Hull

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 1ST day of May, 19 84, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named CHANE L. HULL and JUDY G. HULL, husband and wife,

known to me to be the identical individual SS 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.

Susan C. Katzke
 Notary Public for Oregon.

My Commission expires 11-2-86.

MORTGAGE

(FORM No. 7)

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

CHANE L. HULL
JUDY G. HULL

TO

ROBERT KELLOGG
PATRICIA KELLOGG

AFTER RECORDING RETURN TO

Mr. & Mrs. Robert Kellogg
1658 N. Nordic Drive
Orange, Calif. 92667

SPACE RESERVED
 FOR
 RECORDER'S USE

Fee: \$8.00

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 2nd day of May, 19 84, at 3:34 o'clock PM., and recorded in book, reel, volume No. m84 on page 7327 or as document/fee/file/instrument/microfilm No. 36206, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Sam Smith Deputy