

36904

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THIS INDENTURE WITNESSETH: That THOMAS A. WASSON AND JUDITH WASSON

of the County of Klamath, State of Oregon, for and in consideration of the sum of Five Thousand and no/100----- Dollars (\$ 5,000.00), to 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 PAUL BARTRAM

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

SE 1/4 SW 1/4 SW 1/4 of Section 6 Township 39, Range 9.0 East of Willamette Meridian, Klamath County, Oregon

This corrected Second Mortgage is recorded to correct the description on Mortgage between identical parties recorded May 17, 1984.

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 PAUL BARTRAM

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of FIVE THOUSAND AND 00/100----- Dollars (\$ 5,000.00 ) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 5,000.00 Klamath Falls, Oregon May 17, 1984  
ON DEMAND, I (or if more than one maker) we, jointly and severally, promise to pay to the order of PAUL BARTRAM

FIVE THOUSAND and no/100 ----- at Klamath Falls, Oregon DOLLARS  
with interest thereon at the rate of 10 percent per annum from May 17, 1984 until paid; interest to be paid an attorney for collection. I/we promise and agree to pay the 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.

1st Thomas A. Wasson  
1st Judith M. Wasson

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: UPON DEMAND, 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 PAUL BARTRAM

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 THOMAS A. WASSON AND JUDITH M. WASSON heirs or assigns.

This Mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by Thomas A. Wasson and Judith M. Wasson to South Valley State Bank, Klamath Falls, Oregon.

Witness their hands this 21 day of May, 19 84.  
Thomas A. Wasson  
Judith M. Wasson

\*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.

CORRECTED SECOND MORTGAGE (FORM No. 7)

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

THOMAS A. WASSON and  
JUDITH M. WASSON  
TO  
PAUL BARTRAM

STATE OF OREGON  
County of Klamath ss.  
I certify that the within instrument was received for record on the 22nd day of May, 1984, at 11:13 o'clock A.M., and recorded in book M84 on page 8451 or as file number 36904.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

Evelyn Biehn  
Klamath County Clerk Title.  
By Paul Biehn Deputy.

AFTER RECORDING RETURN TO  
Paul Biehn  
Box 407  
KFO 97601

Fee: \$8.00

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 21<sup>st</sup> day of May, 19 84, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named THOMAS A. WASSON AND JUDITH M. WASSON

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.

Margaret John  
Notary Public for Oregon.  
My Commission expires 9/12/86

