

TC
38898

SECOND MORTGAGE

Vol. 1184 Page 120119

THIS INDENTURE WITNESSETH: That PAUL HENRY NOEL

of the County of Klamath, State of Oregon, for and in consideration of the sum of
SEVEN THOUSAND FIVE HUNDRED AND NO/100s-----Dollars (\$ 7,500.00), to him
in hand paid, the receipt whereof is hereby acknowledged, he has granted, bargained, sold and conveyed, and
by these presents does grant bargain, sell and convey unto DANA LEE NOEL, now known as
DANA LEE ZINGG

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

"The Southerly 84.89 feet of Lots 4 and 5, Block 12, Buena Vista Re-Subdivision of the City of Klamath Falls, according to the official plat thereof on file with the Clerk of Klamath County, Oregon."

This mortgage is second and junior to a certain obligation owing to the Oregon Department of Veterans' Affairs.

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 DANA LEE NOEL, now known
as DANA LEE ZINGG

heirs and assigns forever.
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
SEVEN THOUSAND FIVE HUNDRED AND NO/100s-----Dollars
(\$ 7,500.00) in accordance with the terms of a certain promissory note of which the
following is a substantial copy:

\$ 7,500.00
TWO (2) YEARS
Klamath Falls, Oregon, June 30, 19 84
after date, I (or if more than one maker) we, jointly and severally, promise to pay
to the order of DANA LEE ZINGG at Klamath Falls, Oregon
SEVEN THOUSAND FIVE HUNDRED AND NO/100s-----DOLLARS,
with interest thereon at the rate of 9 percent per annum from date hereof until paid; interest to be paid
at maturity. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable
attorney's fees and collection costs of the holder hereof; and if a suit or an action is filed hereon, also promise to pay (1) holder's reason-
able attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as
may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

Paul Henry Noel
PAUL HENRY NOEL

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: June 30, 1986

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),

~~XXXXXX NOT AN ORGANIZATION OR EVEN A NATURAL PERSON AND 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 Dana Lee Noel now known as

Dana Lee Zingg

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 Paul Henry Noel

his heirs or assigns.

Witness my

hand this

10TH

day of

JULY

1984

*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.

Paul Henry Noel

PAUL HENRY NOEL

SECOND MORTGAGE

(FORM NO. 7)

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

TO

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument was received for record on the 17th day of July, 1984, at 2:17 o'clock P.M., and recorded in book 184 on page 12044 or as file number 38898.

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn

Klamath County Clerk Title.

By *Pam Smith* Deputy.

AFTER RECORDING RETURN TO

Fee: \$8.00

Neal G. Buchanan
Attorney at Law
210 N. 4th
Klamath Falls, OR 97601
(503) 882-6607

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 10TH day of JULY, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Paul Henry Noel

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.

Paul Henry Noel
Notary Public for Oregon.
My Commission expires 4-28-85