

TC

46940

## THIRD MORTGAGE

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THIS INDENTURE WITNESSETH: That Robert J. Campbell and Joan C. Campbell, as tenants by the entirety of the County of Klamath, State of Oregon, for and in consideration of the sum of Ten Thousand Five Hundred and No/100ths-----Dollars (\$10,500.00), 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 Martin and Margaret Radloff

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

Beginning at the intersection of the South line of SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, with the East right of way line of the Dalles-California Highway, and running thence Easterly along said South line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of 800 feet; thence North and parallel with said Easterly highway line a distance of 260 feet; thence Westerly parallel with said Southerly line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$  a distance of 800 feet to the Easterly line of said highway, thence Southerly 260 feet to the point of beginning.

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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 MARTIN AND MARGARET RADLOFF,

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 Martin and Margaret Radloff,

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Ten Thousand Five Hundred and No/100ths-----Dollars (\$10,500.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$10,500.00  
ON DEMAND, I (or if more than one maker) we, jointly and severally, promise to pay to the order of MARTIN AND MARGARET RADLOFF, September 27, 1923, 520 N. Street at Yale, Mich  
Ten Thousand Five Hundred DOLLARS,  
with interest thereon at the rate of 12 percent per annum from 9-1-23 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.  
Robt J Campbell

This Note is secured by a Mortgage on Mortgagor's premises.

FORM No. 845—DEMAND NOTE.

Stevens-Ness Law Publishing Co., Portland, Ore. SN

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: On Demand 19

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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),

~~or for an organization or for a mortgagee who is 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 Martin and Margaret Radloff

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 Robert J. Campbell and Joan C. Campbell their heirs or assigns.

Witness OUR hand S. this 12th day of March, 1985.

\*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.

*Robert J. Campbell*  
*Joan C. Campbell*

STATE OF OREGON,  
STATE OF CALIFORNIA  
County of Yolo

ss.

BE IT REMEMBERED, That on this 12th day of March, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Robert J. Campbell

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he/she 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.

*Diana L. Ostermiller*

Notary Public for Oregon  
My Commission expires 10/18/88

## MORTGAGE

(FORM No. 7)

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

Robert J. and Joan C.  
Campbell

TO

Martin and Margaret  
Radloff

AFTER RECORDING RETURN TO:

Brandsness & Huffman, P.C.  
411 Pine St.  
Klamath Falls, OR 97601

SPACE RESERVED

FOR USE OF

RECORDER'S USE

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 18th day of March, 1985, at 11:50 o'clock A.M., and recorded in book/reel/volume No. M85 on page 3997 or as document/fee/tile/instrument/microfilm No. 46940, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
By Pam Smith, Deputy

Fee: \$9.00