

TC 51525

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THIS INDENTURE WITNESSETH: That PATTI S. FRY, of the County of Klamath, State of Oregon, for and in consideration of the sum of

Nine Thousand Three Hundred and Seventy Six & 70/100 Dollars (\$9,376.70), to her in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto WALTER SWECK and BOIVIN, MCCOBB & UERLINGS, P.C.

of the County of Klamath, State of Oregon, the following described premises situated in Section 33, TWP 36S, R12E, W. M. Twenty acres M or L. Subject to a thirty foot (30 ft.) wide easement along South boundary

for mutual roadway and all roadway purposes. Subject to power utility easement. Subject to restrictions and reservations of record.

Subject to existing contract between John M. Schoonover and William F. Fry and Patti S. Fry.

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 WALTER SWECK and BOIVIN, MCCOBB & UERLINGS, P.C.

their heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Nine Thousand Three Hundred and Seventy Six and 70/100 Dollars (\$9,376.70) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 9376.70 On or before June 30, 1986, after date, I (or if more than one maker) we jointly and severally promise to pay to the order of WALTER SWECK and BOIVIN, MCCOBB & UERLINGS, P.C. at Klamath Falls, Oregon NINE THOUSAND THREE HUNDRED AND SEVENTY SIX and 70/100 DOLLARS, with interest thereon at the rate of 10% per annum from June 1985 until paid; interest to be paid at 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.

Patti S. Fry
PATTI S. FRY

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: June 30, 1986.

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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),~~
- (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 WALTER SWECK and BOIVIN, McCOBB & UERLINGS, P.C., Attorneys at Law

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 PATTI S. FRY

heirs or assigns.

Witness my hand this 25 day of July, 19 85

***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.

PATTI S. FRY

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 25th day of July, 19 85, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named PATTI S. FRY

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

Barbara L. Lyle

Notary Public for Oregon.

My Commission expires 11/7/88

MORTGAGE

(FORM No. 7)

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

PATTI S. FRY

TO

WALTER SWECK & BOIVIN, McCOBB & UERLINGS, P.C.

AFTER RECORDING RETURN TO
BOIVIN, McCOBB & UERLINGS, P.C.
110 N. Sixth St., Suite 209
Klamath Falls, OR 97601

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 29th day of July, 19 85, at 4:12 o'clock P.M., and recorded in book/reel/volume No. M85 on page 11934 or as document/fee/file/instrument/microfilm No. 51525

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

Evelyn Biehn, County Clerk

By Ann Smith Deputy

Fee: \$9.00