

TC

53121

Vol. m85 Page 14599

THIS INDENTURE WITNESSETH: That Albert O. Grant, Jr. and Wilda Nan Grant of the County of Klamath, State of Oregon, for and in consideration of the sum of Four Thousand Three Hundred Fifty and 49/100 Dollars (\$4,350.49), 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 Brandsness & Huffman, P.C.

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

Lot 13, in Block 2 of the RESUBDIVISION OF BLOCK 2B and 2 of HOMEDALE, Klamath County, 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 Brandsness & Huffman, P.C.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Four Thousand Three Hundred Fifty and 49/100ths Dollars (\$ 4,350.49) in accordance with the terms of that certain promissory note of which the following is a substantial copy: heirs and assigns forever.

\$ 4,350.49 Upon demand Klamath Falls, OR September 4, 1985. ~~XXXXXX~~ I (or if more than one maker) we jointly and severally promise to pay to the order of Brandsness & Huffman, P.C. at 411 Pine St., Klamath Falls, OR Four Thousand Three Hundred Fifty and 49/100ths DOLLARS, with interest thereon at the rate of 12 % per annum from the date hereof until paid; interest to be paid 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.

Albert O. Grant Jr.
Wilda Nan Grant

Wilda Nan Grant

FORM No. 216—PROMISSORY NOTE.

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

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: 19

SEP 10 PM 4 57

CH
9.00

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 for a mortgagor who 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 Brandsness & Huffman, P.C.

and its 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 Albert O. Grant, Jr. and Wilda Nan Grant heirs or assigns.

Witness our hand S. this 4th day of September, 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.

Albert O. Grant, Jr.
Wilda Nan Grant

STATE OF OREGON,

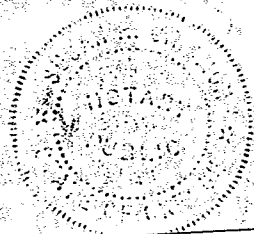
County of Klamath

ss.

BE IT REMEMBERED, That on this 4th day of September, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Albert O. Grant, Jr. and Wilda Nan Grant, husband and wife, known to me to be the identical individuals 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 H. Crummon
Notary Public for Oregon.
My Commission expires 10-31-87.



MORTGAGE

(FORM No. 7)

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

Albert O. Grant, Jr. &
Wilda Nan Grant

TO

Brandsness & Huffman, P.C.

AFTER RECORDING RETURN TO
Brandsness & Huffman, P.C.
411 Pine St.
Klamath Falls, OR 97601

SPACE RESERVED

FOR

RECORDER'S USE

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 10th day of September, 1985, at 4:57 o'clock P.M., and recorded in book/roll/volume No. 14599 or as document/fee/file/instrument/microfilm No. 53121. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By *P. Am. Smith* Deputy