

TC 56313

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THIS INDENTURE WITNESSETH: That

of the County of Klamath State of Oregon, for and in consideration of the sum of Five thousand and no/100 Dollars (\$5000), to 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

Udale E. McKillip

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

Lots 1 and 2, Block 9, Suna Vista Addition to the city of Klamath Falls in the County of Klamath, State of Oregon

'85 DEC 13 AM 11 51

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

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Five thousand and no/100 Dollars (\$5000.00) in accordance with the terms of one certain promissory note of which the following is a substantial copy:

\$5000.00

I (or if more than one maker) we, jointly and severally, promise to pay to the order of Sept 11 1984

with interest thereon at the rate of 12 percent per annum from Jan. 10 1985 DOLLARS, until paid, payable in 60 installments of not less than \$ 117.23 in any one payment; interest shall be paid 10 day of January 19 85, and a like payment on the 10 day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. 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 thereon; 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.

\* Strike words not applicable.

Udale E. McKillip  
2454 Huntington  
Klamath Falls, Or 97601

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: January 10 1990

Chk 900

20271

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

and 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

THIS CONVEYANCE IS SUBJECT TO THE MORTGAGE

Witness my hand this 11th day of September, 1984  
Eleonor A. Mahan

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.

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 11th day of Sept., 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Eleonor A. MAHAN 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.  
Gordon Westman  
Notary Public for Oregon.  
My Commission expires 8-27-87

MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN TO  
Eleonor Mahan  
P.O. Box 261  
Klamath Falls, Or.  
97603

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 13th day of December, 1985, at 11:51 o'clock A.M., and recorded in book M85 on page 20270 or as file/reel number 56313. Record of Mortgages of said County. Witness my hand and seal of County affixed.  
Evelyn Biehn, County Clerk Title

By Pam Smith Deputy

Fee: \$9.00