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THIS INDENTURE WITNESSETH That RICHARD BERNARD RIESCH and EVON HEIDI RIESCH

of the County of Bernalillo, State of New Mexico, for and in consideration of the sum of TWO THOUSAND TWO HUNDRED AND NO/100----- Dollars (\$2,200.00), to 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 DONALD M. STEWART CORPORATION 9615 N.E. 13th Street, Bellevue, Washington 98004

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

LOT 23 ANKENY GARDEN TRACTS, City of Klamath Falls, 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 DONALD M. STEWART CORPORATION

OR its heirs and assigns forever.
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TWO THOUSAND TWO HUNDRED AND NO/100----- Dollars (\$2,200.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 2,200.00

Albuquerque, NM December 1985

One (1) year

severally promise to pay to the order of Donald M. Stewart Corporation at 9615 NE 13th, Bellevue, WA 98004

---TWO THOUSAND TWO HUNDRED AND NO/100----- DOLLARS

with interest thereon at the rate of 14 % per annum from December _____, 1985 until paid, interest to be paid monthly 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 do promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed, or if a suit or 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.

Richard Bernard Riesch
Richard Bernard Riesch

Evon Heidi Riesch
Evon Heidi Riesch

M. N. 716—PROMISSORY NOTES

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STEWART-LASS LAM PUB CO PORTLAND

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: December 19 86

06 JAN 17 AM 10 06

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).

tice below),
~~_____~~
~~_____~~

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 RICHARD BERNARD RIESCH and EVON HEIDI RIESCH, his legal representatives, or assigns may foreclose the

EVON HEIDI RIESCH 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 DONALD M. STEWART CORPORATION or its heirs or assigns.

This is a **Third Mortgage**, and will be subject to prior encumbrances on the real property.

Witness our hand S this 10th day of

JANUARY

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*IMPORTANT NOTICE: Debit to, by Riding post, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgage is a credit, on such warranty is defined in the Anti-Lending Act and Regulation 2, the mortgage MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST loan to finance the purchase of a dwelling, Steve-Mann Form No. 1205 or equivalent; if this instrument is NOT to be a first loan, use Steve-Mann Form No. 1206, or equivalent.

Richard Bernard Riesch
Richard Bernard Riesch
Evon Heidi Riesch
Evon Heidi Riesch

Richard Bernard Riesch

Erwin Heidi Biesch

Evon Heidi Riesch

STATE OF ~~OREGON~~ NEW MEXICO

County of Bernalillo

89.

BE IT REMEMBERED, That on this 10th day of ~~August~~, 1988,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Richard Bernard Riesch and Evon Heidi Riesch

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 first above written.

Notary Public for ~~State of~~ NEW MEXICO
My Commission expires 1-3-87

My Commission expires 1-3-8

MORTGAGE

FORM No. 7

ITVENESS LAW PUB CO PORTLAND ORE

RICHARD BERNARD RIESCH
and EVON HEIDI RIESCH

and EVON HEIDI RIESCH

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DONALD M. STEWART
CORPORATION

CORPORATION

AFTER RECORDING RETURN TO

9615 N E 13th ST
BELLEVUE WASH.

BELLEVIEW WASH.

9800411

SPACE RESERVED
FOR
RECORDER'S USE

FOR

RECORDED'S USE

STATE OF OREGON

County of Klamath

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I certify that the within instrument was received for record on the 17th day of January, 1986, at 10:06 o'clock A. M., and recorded in book M86 on page 873 or as file/reel number 57340.

Record of Mortgages of said County

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk Title

By Frank Smith Deputy

Fee: \$9.00