

82653

WA COMMERCIAL

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THIS INDENTURE WITNESSETH: That

Tori Ann Tupper

of the County of Klamath

State of Oregon

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

Glenger Enterprises, Inc.

of Oregon

of the County of Klamath

State of Oregon

the following described premises situated in

NE 1/4, Section 13
Township 36, Range 10
Klamath County, OR

1,000.00

Glenger Enterprises, Inc.

November 27,

1987

jointly and severally, promises to pay to the order of

One thousand and no/100

Chiloquin, Oregon

(1,000.00) DOLLARS,

with interest thereon at the rate of 9 1/2 percent per annum from the date hereof until paid; interest to be paid annually. All or any portion of the principal 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 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 paid by the maker or courts in which the suit or action, including any appeal therein, is pending or is to be tried.

Said sum to be paid within one year from the date hereof

Tori Ann Tupper

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 One Thousand and 00/100 (\$1,000.00) in accordance with the terms of certain promissory note of which the following is a substantial copy:

heirs and assigns forever.
The mortgagee warrants that the proceeds of the loan represented by the above described note and the interest thereon shall be used for the purposes of the business of the borrower and shall not be used for any other purpose.
(a) for an organization or (even if mortgagee is a natural person) for purposes of community, religious, political or educational purposes;
(b) for any other purpose not permitted by the above described note and the interest thereon.
The mortgagee warrants that the proceeds of the loan represented by the above described note and the interest thereon shall be used for the purposes of the business of the borrower and shall not be used for any other purpose.

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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

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

heirs or assigns.

following is a substantial copy:

in accordance with the terms of this conveyance is intended as a mortgage to secure the payment of the sum of \$1000.00 to the lender.

To have and to hold the same with the appurtenances unto the said

Witness her hand this 27 day of November, 1987.

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.

Dei Ann Tupper

MORTGAGE

(FORM No. 7)

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

TO

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 17th day of December, 1987, at 3:44 o'clock P. M., and recorded in book M87 on page 22522. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn,

Klamath County Clerk

Title.

By *John Smith* Deputy.

AFTER RECORDING RETURN TO

Fee: \$10.00

Wenger Enterprises, Inc.

Chilgwin, Or

476 24

NOTARIAL COMMISSION OF
STATE OF OREGON, EXPIRES TO
THE 1st DECEMBER 1990
County of Klamath

BE IT REMEMBERED: That on this 27 day of November, 1987, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named *Dei Ann Tupper*

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

Bonnie M. Kocher

Notary Public for Oregon.

My Commission expires 11-5-90

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