

87883

FORM No. 7—MORTGAGE—Short Form

SN

THE COMMISSIONER OF THE LAND OFFICE

Page 8600

THIS INDENTURE WITNESSETH: That Tori Ann Tupper

of the County of Klamath, State of Oregon, for and in consideration of the sum of \$1,000.00 Dollars, (\$1,000.00) to her and by these presents does 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 Klamath County, State of Oregon

NE 1/4, Section 11, Township 36, Range 10, Klamath County, OR

\$1000.00

May 31, 1988

to the order of Glenger Enterprises, Inc. after date, I (or if more than one maker) we, jointly and severally, promise to pay One thousand and no/100 at Chiloquin, Oregon

with interest thereon at the rate of 9% percent per annum from annually DOLLARS, until paid; interest to be paid attorney's fees and collection costs of the holder hereof; and if a suit or an action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

Tori Ann Tupper
Tori Ann Tupper

FORM No. 139—NOTE—Short Form

Stevens-Ness Law Publishing Co., Portland, Ore.

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

heirs and assigns forever.

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:

Glenger Ent. Inc.
HC 80 Box 555
Chiloquin, Or 97624

97624

88 JUNE 13 AM 10:15A

8600

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 superseding copy:

(27,000.00) in accordance with the terms of

OUR INSTRUMENT NO. 000100

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of

to be paid and to hold the same with the appurtenances unto the end

together with the interests, advantages and appurtenances thereto pertaining or in future accruing

Witness her hand this 31st day of May, 1988.

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, 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.

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 31st day of June, 1988, at 10:25 o'clock A.M., and recorded in book M88, on page 8600 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

Fee: \$13.00 Title.

By Mary Moran Deputy.

AFTER RECORDING RETURN TO

STATE OF OREGON,
County of Klamath

BE IT REMEMBERED, That on this 31 day of May, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Tori Ann Tupper

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.

Bonnie M. Kucher
Notary Public for Oregon
My Commission expires 11-5-90

88 JUN 03 AM 10 25 WJC 28

88 JUN 03