

THIS INDENTURE WITNESSETH: That NORA A. LaBEAU,
of the County of Douglas, State of Oregon, for and in consideration of the sum of
Seventeen Thousand Five Hundred Sixty-One Dollars (\$17,561.00), to her
in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and
by these presents does grant bargain, sell and convey unto FRANK H. FINSTER and PHYLLIS J.
FINSTER

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

Lots 3, and 13, Irish Bend Subdivision,
Klamath County, Oregon.

STYLE OF OREGON

MR. COMMISSIONER CHASE

ИЗ ЛЕГИТИМНОЙ МАНЕВРНОЙ

[illegible]

BE IT REMEMBERED That on this 1st day of December 1930

Count of bonds

STATE OF OREGON

[illegible]

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 FRANK H. FINSTER and PHYLLIS J. FINSTER.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of SEVENTEEN THOUSAND FIVE HUNDRED SIXTY-ONE and no/100ths Dollars (\$17,561.00) in accordance with the terms of Business Sale Agreement dated December 1, 1988.

[illegible]

LINSLEE
 interest of the trust interest of promissory note and ESTATE OF LINSLEE AND SHATTUCK
 creditors; the mortgage shall be paid out in cash or property and be made in balance of the principal of the
 note if the sum of interest and principal shall be paid according to the provisions of the
 notes other than installment payments
 (b) For an extension of (also if mortgage is a certain date) the last payment of principal and
 interest.
 (c) LINSLEE'S last mortgage shall be a mortgage of certain property (see instrument of
 mortgage)
 The date of maturity of the debt secured by this mortgage is the date on which the last scheduled prin-
 cipal payment becomes due, to-wit: March 1, 1993.
 The mortgage shall be paid out of the proceeds of the loan secured by the above described note and the

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 **FRANK H. FINSTER and PHYLLIS J. FINSTER**

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 **Mortgagor, Nora A. LaBeau,**

heirs or assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Witness my hand this 1st day of December, 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, 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.

Nora A. LaBeau

STATE OF OREGON,

County of Douglas } ss.

BE IT REMEMBERED, That on this 1st day of December, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **NORA A. LA BEAU**

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.

Verna J. Bailey
Notary Public for Oregon.

My Commission expires 4/17/92

MORTGAGE

(FORM No. 7)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Nora A. LaBeau

TO

Frank H. Finster &
Phyllis J. Finster

AFTER RECORDING RETURN TO
Gary L. Hill, Esq.
P. O. Box 1146
Roseburg, OR 97470

SPACE RESERVED

RECORDER'S USE

Fee \$13.00

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 16th day of Dec., 1988, at 12:00 o'clock P.M., and recorded in book/reel/volume No. M88 on page 21415 or as document/fee/file/Instrument/microfilm No. 95005. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By *Pauline Mullendore* Deputy