

OS

13519

REG 21-100

Vol mqd Page 6898

THIS INDENTURE WITNESSETH: That Larry T. Stewart and Sandra T. Stewart

of the County of Klamath, State of Oregon, for and in consideration of the sum of Thirty Five Thousand and no/100 Dollars (\$35,000.00), 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 Mark Scrimsher

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

Lot 2, Block 8, Tract No. 1152, North Hills, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

RECORDED IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON

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(2170)

FILED IN BOOK 1152, PAGE 1152, CLERK'S OFFICE, KLAMATH COUNTY, OREGON

RECORDED IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON

COUNTY OF KLAMATH

STATE OF OREGON

Witness my hand and seal of said County, this 12th day of April, 1990.

TESTED AND SEEN

TESTED AND SEEN

Together with the tenements, hereditaments and appertinances thereto belonging, or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said Mark Scrimsher

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Thirty Five Thousand and no/100 Dollars (\$35,000.00) in accordance with the terms of certains promissory note of which the following is a substantial copy:

\$ 35,000.00

Klamath Falls, Oregon April, 1990

after date, I (or if more than one maker) we jointly and severally promise to pay to the order of Mark Scrimsher

at 1831 Ridge Road, Klamath Falls, Oregon

Thirty Five Thousand and no/100 DOLL. RS,

with interest thereon at the rate of 7.% per annum from April, 1990 until paid; interest to be paid at maturity 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/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; 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.

Larry T. Stewart

Larry T. Stewart

Sandra T. Stewart

Sandra T. Stewart

FORM No. 216—PROMISSORY NOTE

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

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: June 12, 1990

2223

90 APR 12 PM 4 10

(a)* primarily for mortgagor's personal, family or household purposes (see Important Notice below),
(b) for an organization or (even if mortgagor is a natural person) for business or commercial 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 _____ Mark Scrimsher _____

thereof as above provided, _____ legal representatives, or assigns may foreclose the
_____ and _____
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 attor-
ney'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.
Larry T. Stewart and Sandra T. Stewart

* **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 use Stevens-Ness Form No. 1319, or equivalent.

Larry T. Stewart
Larry T. Stewart
Sandra T. Stewart
Sandra T. Stewart

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on April 12th, 1990, by

Larry T. Stewart and Sandra T. Stewart

(SEAL)

TRUDIE DURANT
NOTARY PUBLIC - OREGON

Notary Public for Oregon
My commission expires 9/30/93

MORTGAGE

(FORM No. 7)

STEVENS-NEES LAW PUB. CO., PORTLAND, OR. 97204

Stewart

Scrimsher

AFTER RECORDING RETURN TO

Mark Schrimsher
1831 Ridge Road
Klamath Falls, Oregon 97603

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on April 12th, 1990, at 4:10 o'clock P.M., and recorded in book/reel/volume No. M90, on page 6898, or as fee/file/instrument/microfilm/reception No. 13519, Record of Mortgage of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Quinn Mulender Deputy

Fee \$13.00