

23760

Vol. mod Page 248713

WITNESSETH, That

JACK SUNITSCH

Fourteen thousand and no/100ths-----, Mortgagee, in consideration of (\$14,000.00) Dollars, to mortgagor paid, does hereby grant, bargain, sell and convey unto mortgagee the following described premises situated in Klamath County, State of Oregon-----, to-wit:

A tract of land situated in Lot 16, Section 6, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows:

Beginning at an iron pin on the East bank of Agency Lake, said point also being West a distance of 972.0 feet and North 0 14' East a distance of 80.0 feet from the Southeast corner of Lot 16; thence East 315.0 feet; thence South 0 14' West 80.0 feet, thence West, 288.0 feet along the South line of said Lot 16 to the East bank of Agency Lake; thence Northerly to point of beginning.

Subject, however, to the following:

1. Deed of Trust dated July 30, 1984, by and between Sherman George Sunitsch, Grantor, William Sisemore, Trustee, and Klamath First Federal Savings and Loan Association, Beneficiary, for the sum of \$37,600.00. The Deed of Trust was recorded on July 30, 1984, at Volume M-84, Page 12959.

Together with the tenements, hereditaments and appertinances thereto belonging, or in anywise appertaining and to have and to hold the same with the appurtenances, unto the said mortgagee, mortgagee's heirs and assigns forever.

This mortgage is intended to secure the payment of one or more promissory note(s) of which the following is/are substantial duplicate(s):

\$14,000.00----- Klamath Falls, OR, Aug. 10, 1990.  
On or before May 14, 1991, ~~whereby~~ I (or if more than one maker) we jointly and severally promise to pay to the order of DORIS NELSON, c/o Michael L. Brant, her attorney, at 325 Main St., Klamath Falls, OR 97601 Fourteen thousand and no/100ths----- DOLLARS.  
with interest thereon at the rate of 8% per annum from May 14, 1990----- until paid; interest to be paid on or before 5/14/91 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.

There is no prepayment penalty on this note.

JACK SUNITSCH

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: May 14, 1991.





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 or household purposes (see Important Notice below), or  
 (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 mortgagee or assigns may foreclose the mortgage and sell the premises above described with each 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, mortgagor's heirs or assigns.

Dated Aug. 10, 1990.

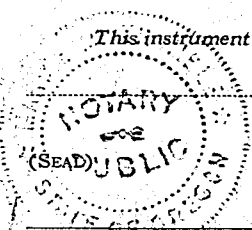
\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent.

*Jack Sunitsch*  
 JACK SUNITSCH

STATE OF OREGON,

County of Klamath } ss:

This instrument was acknowledged before me on Aug 10, 1990, by JACK SUNITSCH



*Marcie M. Drunkle*  
 Notary Public for Oregon  
 My commission expires 11-20-91

## MORTGAGE

(FORM No. 7)

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

JACK SUNITSCH

DORIS NELSON <sup>to</sup>

AFTER RECORDING RETURN TO

Michael Brant  
 325 Main  
 Klamath Falls, Or. 97601

SPACE RESERVED  
 FOR  
 RECORDER'S USE

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on Dec. 14th, 1990, at 3:31 o'clock P.M., and recorded in book/reel/volume No. M90, on page 24871, or as fee / file / instrument / microfilm / reception No. 23760, Record of Mortgage of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME -

TITLE

By Pauline M. Mullen Deputy

Fee \$13.00