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WITNESSETH, That Marvin D. Barstad and Christine L. Barstad, husband and wife, mortgagor, in consideration of Forty-five thousand and no/100 Dollars (\$45,000.00), to mortgagor paid, does hereby grant, bargain, sell and convey unto Frank W. Lamb, mortgagee, the following described premises situated in Klamath County, State of Oregon, to-wit:

A parcel of land situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 30 Township 24 South, Range 9 East, Willamette Meridian, more particularly described as follows:

Beginning at an iron pin which is North 39°37' East 360 feet from the Northwest corner of Graves and Main Street of the Crescent Original Map; thence North 39°37' East 100 feet; thence North 50°23' West 120 feet; thence South 39°37' West 100 feet; thence South 50°23' East 120 feet to the point of beginning, being also described as Lots 1 and 2 in Block 10 of ~~the Crescent Original Map~~ Crescent Original Map, Klamath County, Oregon.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in any way appertaining, and to have and to hold the premises with the appurtenances, unto the mortgagee, and mortgagee's heirs and assigns forever.

This mortgage is intended to secure the payment of one (or more) promissory note(s), in substantially the following form(s):

## MORTGAGE

Marvin D. Barstad and Christine L.  
P.O. Box 224 Crescent, Oregon 97733

TO

Frank W. Lamb  
P.O. Box 353 LaPine, Oregon 97739

After recording return to (Name, Address, Zip):

Marvin D. Barstad  
P.O. Box 224  
Crescent, Oregon 97733

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ and/or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of Deeds of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_, Deputy.

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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: August 15, 2000 ~~XXXX~~

The mortgagor warrants that the proceeds of the loan represented by the note(s) 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 the note(s) and this mortgage shall be paid according to the agreement herein expressed, this conveyance shall be void. In case default shall be made in payment of the principal or interest or any part thereof as above provided, then the mortgagee or mortgagee's personal representatives, successors or assigns may foreclose the mortgage and sell the premises 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 principal, interest, attorney's fees, and costs as provided in the note(s), together with the costs and charges of making such sale and the surplus, if there be any, pay over to the person(s) entitled thereto, as such interest(s) may appear.

In the event any suit or action to foreclose this mortgage is commenced, the losing party therein agrees to pay the attorney fees, costs and disbursements of the prevailing party, including statutory costs and disbursements and costs of title report(s) and/or title search. If any appeal is taken from any judgment or decree entered pursuant to such suit or action, the losing party on appeal therein promises to pay the attorney fees, costs and disbursements, including all statutory costs and disbursements, of the prevailing party. To the extent permitted by law, all such sums shall be and are secured by the lien of this mortgage and shall be included in the judgment or decree of foreclosure.

Dated August 18....., 1993....

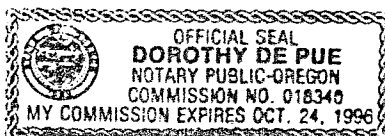
\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable, and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures. For this purpose, use Stevens-Ness Form No. 1319 or equivalent.

*Mervin D. Basted*  
*Christine L. Basted*

STATE OF OREGON, County of Klamath ) ss.  
 This instrument was acknowledged before me on 8-18, 1993,  
 by Mervin D. & Christine L. Basted

*Dorothy De Pue*  
 Notary Public for Oregon

My commission expires 10-24-96



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 20th day  
 of Aug. A.D., 19 93 at 3:50 o'clock P M., and duly recorded in Vol. M93  
 of \_\_\_\_\_ Mortgages on Page 21027

FEE \$15.00

Evelyn Biehn County Clerk  
 By Dorothy De Pue