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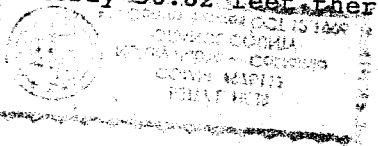
92683

12-20-94 P03:43 RCVD

Vol. max Page 38369WITNESSETH, That Donald M. Untch and Maurine J. Untch, husband and wife

Twelve thousand and no/100*****, mortgagor, in consideration of
to mortgagor paid, does hereby grant, bargain, sell and convey unto David W. Schmidt & Carla L. Schmidt, husband and wife Dollars (\$12,000.00),
in Klamath County, State of County, mortgagor, the following described premises situated
 to-wit:

The E 1/2 NE 1/4 NW 1/4 NE 1/4, Section 12, Township 40 South,
 Range 7 East of the Willamette Meridian, in the County of Klamath,
 State of Oregon. LESS the Westerly 30 feet thereof, and the
 Southernly 36.82 feet thereof.



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):

\$12,000.00
 on 11-15-95 December 15, 1994
 to the order of David W. Schmidt and Carla L. Schmidt we, jointly and severally, promise to pay
Twelve-thousand & no/100***** at Aspen Title, 525 Main, Klamath Falls, OR DOLLARS,
 with interest thereon at the rate of 9.0 percent per annum from 11-15-94 until paid; interest to be paid
 at maturity. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable
 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 reason-
 able 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.

Donald M. Untch

Maurine J. Untch

FORM No. 139—NOTE—Short Form.

MORTGAGE

Donald M. & Maurine J. Untch

David W. & Carla L. Schmidt

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

Aspen Title Co.

525 Main St.

Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDER'S USESTATE 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/instru-
ment/microfilm/reception No.
 Record of Deeds of said County.

Witness my hand and seal of
 County affixed.

NAME

TITLE

By Deputy.

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: Nov. 15, 1995. 38370

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, corporation, partnership, or other entity, 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 December 2, 1994.

* 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.

Donald M. Untch
Donald M. Untch
Maurine J. Untch
Maurine J. Untch

CALIFORNIA
STATE OF OREGON, County of Orange) ss.
This instrument was acknowledged before me on December 15, 1994,
by Donald M. Untch and Maurine J. Untch

[Signature]

My commission expires _____ Notary Public for Oregon
CALIFORNIA



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co
of Dec A.D., 1994 at 3:43 o'clock P M., and duly recorded in Vol. M94 day
of Mortgages on Page 38369

FEE \$15.00

Evelyn Biehn
By [Signature] County Clerk