

NL

94586

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Robert C. Whitlock

WITNESSETH, That

---Nine Thousand Five Hundred dollars---, mortgagee, in consideration of Dollars (\$9,500.00).
 to mortgagee paid, does hereby grant, bargain, sell and convey unto ---Harvey L. Whitlock and Eula-
 lee E. Whitlock, husband and wife, mortgagee, the following described premises situated
 in Klamath County, State of Oregon, to-wit:

Lot 10 Block 6 Stewart Addition, according to the official plat thereof on file in the office of the County Clerk of 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

Date July 15 1997

\$9500.00



OFFICIAL SEAL
 SHERI WEGNER
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 026035
 MY COMMISSION EXPIRES SEP. 8, 1997

I Promise To pay to the Order of Harvey Whitlock and Eulalee E. Whitlock, AND upon their death to their Heirs the sum of \$9500.00 with Interest rate of 10% Per Annum from date of loan. Interest to be paid annually. Money loan is To Purchase house at 4221 Balsam Drive. Should the Money Not be paid back in it's entirety by the time of my death, Amount not paid, when dwelling is sold.

Robert C. Whitlock

MORTGAGE

Robert C. Whitlock

TO

Mr. and Mrs. Harvey L. Whitlock

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

Harvey L. Whitlock
 4606 Cleveland
 Klamath Falls, Or. 97601

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON,
 County of

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.

By NAME TITLE Deputy

1507
 Cash

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: upon demand OR at such time as said Property is sold.

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 ~~for any other purpose~~ 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 FEB 6th, 1995

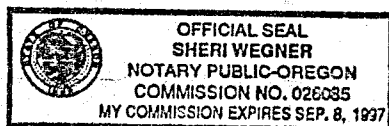
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable, and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures.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

Robert C. Whitlock

Robert C. Whitlock

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on FEB 6th, 1995,
by Robert C. Whitlock



Sheri Wegner
Notary Public for Oregon
My commission expires 9-8-97

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Harvey L. Whitlock the 8th day
of Feb A.D., 1995 at 9:21 o'clock A M., and duly recorded in Vol. M95
of Mortgages on Page 2789

FEE \$15.00

Bernetha G. Letsch - County Clerk

By *Bernetha Letsch*