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MORTGAGE

Vol. 796 Page 33141

Donnalu Thomas
1610 Mary Street North
Maplewood, MN 55119
Mortgagee's Name and Address
TCF Bank Minnesota fsb
801 Marquette Ave
Minneapolis, MN 55402
Mortgagee's Name and Address
After recording, return to (Name, Address, Zip):
TCF Bank Minnesota fsb
405 North Robert St
St Paul, MN 55101
Attn: File Review

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/instru-
ment/microfilm/reception No. _____,
Record of Mortgages of said County.

Witness my hand and seal of County
affixed.

NAME _____ TITLE _____
By _____, Deputy

WITNESSETH, That _____ Donnalu Thomas

One Hundred fifteen thousand and no/100_____, mortgagor, in consideration of
to mortgagor paid, does hereby grant, bargain, sell and convey unto TCF Bank Minnesota fsb
Dollars (\$ 115,000.00),
in Klamath _____ County, State of Oregon _____, mortgagee, the following described premises situated
to-wit:

Lot 18, Block 4, tract no. 1069 Klamath County, Oregon.

Together with the tenements, hereditaments and appurtenances thereto belonging, 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):

NOTE: This mortgage is to be held subject to the provisions of the Oregon Uniformed Gifts to Minors Act, ORS 631.001 to 631.010.

It is agreed that the mortgagee shall not be bound to pay the principal of the mortgage until the maturity of the promissory note(s) secured by this mortgage, and that the mortgagee shall not be bound to pay the interest on the mortgage until the maturity of the promissory note(s) secured by this mortgage, and that the mortgagee shall not be bound to pay the principal of the mortgage until the maturity of the promissory note(s) secured by this mortgage, and that the mortgagee shall not be bound to pay the interest on the mortgage until the maturity of the promissory note(s) secured by this mortgage.

(b) The mortgagee shall not be bound to pay the principal of the mortgage until the maturity of the promissory note(s) secured by this mortgage, and that the mortgagee shall not be bound to pay the interest on the mortgage until the maturity of the promissory note(s) secured by this mortgage.

(c) The mortgagee shall not be bound to pay the principal of the mortgage until the maturity of the promissory note(s) secured by this mortgage, and that the mortgagee shall not be bound to pay the interest on the mortgage until the maturity of the promissory note(s) secured by this mortgage.

(d) The mortgagee shall not be bound to pay the principal of the mortgage until the maturity of the promissory note(s) secured by this mortgage, and that the mortgagee shall not be bound to pay the interest on the mortgage until the maturity of the promissory note(s) secured by this mortgage.

(e) The mortgagee shall not be bound to pay the principal of the mortgage until the maturity of the promissory note(s) secured by this mortgage, and that the mortgagee shall not be bound to pay the interest on the mortgage until the maturity of the promissory note(s) secured by this mortgage.

(f) The mortgagee shall not be bound to pay the principal of the mortgage until the maturity of the promissory note(s) secured by this mortgage, and that the mortgagee shall not be bound to pay the interest on the mortgage until the maturity of the promissory note(s) secured by this mortgage.

(g) The mortgagee shall not be bound to pay the principal of the mortgage until the maturity of the promissory note(s) secured by this mortgage, and that the mortgagee shall not be bound to pay the interest on the mortgage until the maturity of the promissory note(s) secured by this mortgage.

(h) The mortgagee shall not be bound to pay the principal of the mortgage until the maturity of the promissory note(s) secured by this mortgage, and that the mortgagee shall not be bound to pay the interest on the mortgage until the maturity of the promissory note(s) secured by this mortgage.

15600

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 28, XX 2001

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 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.

WARNING: Unless mortgagor provides mortgagee with evidence of insurance coverage as required by the contract or loan agreement between them, mortgagee may purchase insurance at mortgagor's expense to protect mortgagee's interest. This insurance may, but need not, also protect mortgagor's interest. If the collateral becomes damaged, the coverage purchased by mortgagee may not pay any claim made by or against mortgagor. Mortgagor may later cancel the coverage by providing evidence that mortgagor has obtained property coverage elsewhere. Mortgagor is responsible for the cost of any insurance coverage purchased by mortgagee, which cost may be added to mortgagor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date mortgagor's prior coverage lapsed or the date mortgagor failed to provide proof of coverage. The coverage mortgagee purchases may be considerably more expensive than insurance mortgagor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

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 23, 19 96

* 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 Bureau-Form Form No. 1519 or equivalent.

Donnalu Thomas
Donnalu Thomas

Minnesota
STATE OF OREGON, County of _____) ss.
This instrument was acknowledged before me on _____, 19____,
by Donnalu Thomas



PAM PULKRABEK
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY

My Commission Expires Jan. 31, 2000

Pam Pulkrabek
Notary Public for MINNESOTA
My commission expires _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of North Star Title the 21st day
of October A.D., 19 96 at 11:18 o'clock A.M., and duly recorded in Vol. M96,
of Mortgages on Page 33141

FEE \$15.00
1.50 c.c.

Bernetha G. Letsch County Clerk
By Kathleen Kras