

2008-014685

Klamath County, Oregon



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10/29/2008 01:52:26 PM

Fee: \$36.00

FORM No. 7—MORTGAGE—Short Form.

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

OS



THIS INDENTURE WITNESSETH: That Ernestine P. Kirk

of the County of Klamath, State of Oregon, for and in consideration of the sum of Twelve Thousand and 00/100 Dollars (\$12,000.00), to her in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do es. grant, bargain, sell and convey unto Donald R. Crane, Attorney at Law

of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Exhibit "A", attached hereto and made a part hereof.

Together with the tenements, hereditaments and appertenances thereto belonging, or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said Donald R. Crane

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of \$12,000.00 Twelve Thousand and 00/100 Dollars (\$12,000.00) in accordance with the terms of certain promissory note of which the following is a substantial copy:

Exhibit "B", attached hereto and made a part hereof.

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: , 19

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a)\* ~~primarily for mortgagee's personal, family or household purposes~~ (see Important Notice below),  
(b) for an organization or (even if mortgagor is a natural person) are 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 Donald R. Crane

and his legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all 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 Ernestine P. Kirk her heirs or assigns.

Dated October 7,  
~~July~~ 2008 ~~x10~~

Ernestine Kirk

ERNESTINE P. KIRK

\* 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.

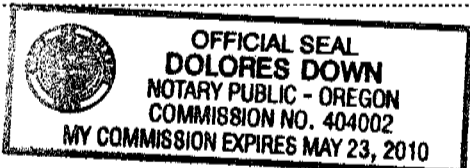
STATE OF OREGON,

County of Klamath

SS:

This instrument was acknowledged before me on October 7, 2008 ~~July 7~~, by Ernestine P. Kirk

(SEAL)



Dolores Down  
Notary Public for Oregon  
My commission expires 5-23-2010

## MORTGAGE

(FORM No. 7)  
STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 97204

Ernestine P. Kirk

Donald R. Crane <sup>to</sup>

SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO

Donald R. Crane  
Attorney at Law  
37070 Highway 62  
Chiloquin, OR 97624

STATE OF OREGON

County of \_\_\_\_\_

SS.

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

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_ Deputy

The following described real property located in Klamath County, Oregon:

PARCEL 1

E1/2 SW1/4 and W1/2 SE1/4 Section 6, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2

The SE1/4 or Government Lots 17, 18, 23, 24, 25, 26, 31, and 32 of Section 8, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 3

Lots 12 and 13 of Section 23, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 4

The NE1/4 of Section 10, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

SAVING AND EXCEPTING THEREFROM the right of way of the Chiloquin-Sprague River Highway as described in Deed to Klamath County recorded July 25, 1931, in Deed Volume 95, Page 615, Records of Klamath County, Oregon, and all land that lies west of said right of way.

Exhibit "A"

## PROMISSORY NOTE

\$12,000.00

Klamath Falls, Oregon  
August 22, 2008

For value received, the undersigned promises to pay in lawful money of the United States to the order of Donald R. Crane, the principal sum of \$12,000.00, without interest if paid on or before August 22, 2009, but together with interest thereon at the rate of 6% per annum from August 22, 2009 through the date when this note is fully paid if paid after August 22, 2009.

This note is payable in full, both principal and interest, sixty (60) days after written demand is made for payment hereof, mailed to Ernestine P. Kirk, 3900 Hilyard, # 903, Klamath Falls, OR 97603 or to some other address subsequently provided by Ernestine P. Kirk by Certified Mail, Return Receipt Requested to Donald R. Crane at 37070 Highway 62, Chiloquin, OR 97624 by Ernestine P. Kirk, provided, however, that such demand shall not be made before August 22, 2009.

Each payment will be applied first to any charges permitted under this note, then to accrued interest, and then to principal. Upon demand in compliance with the terms of this note, the undersigned agrees to pay all sums due in full on that date.

This note may be prepaid, in whole or in part, without any additional fee.

If any payment due and owing pursuant to this note is not made when due then at the option of the holder of this note, the entire indebtedness represented by this note will immediately become due and payable. The failure or delay of the holder in exercising this option will not constitute a waiver of the right to exercise the option in the event of a subsequent default or in the event of continuance of any existing default after demand for the performance of the terms of this note.

The undersigned will pay on demand any and all expenses, including reasonable attorney fees, incurred or paid by the holder of this note without suit or action in attempting to collect funds due under this note. If an action is instituted to collect this note, the holder of the note will be entitled to recover, at trial or on appeal, or in any bankruptcy proceeding, any sums that the court may adjudge reasonable as attorney fees, in addition to costs and necessary disbursements.

The undersigned and her successors and assigns hereby waive presentment for payment, notice of dishonor, protest, notice of protest, and diligence in collection, and consent that the time of payment on any part of this note may be extended by the holder without otherwise modifying, altering, releasing, affecting, or limiting their liability.

This Promissory Note is secured by a Mortgage of even date.

Ernestine Kirk  
Ernestine P. Kirk