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MORTGAGE

2008-015618

Klamath County, Oregon



00056504200800156180030031

SPACE F
F
RECORD

11/20/2008 08:33:22 AM

Fee: \$31.00

WILLIAM S. PUTNAM

P. O. Box 126

Klamath Falls, OR 97601

Mortgagor's Name and Address

MARI ANN PUTNAM

2081 Alisa Lane

Klamath Falls, OR 97601

Mortgagee's Name and Address

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

Blair M. Henderson, Attorney

404 Main Street, Suite 3

Klamath Falls, OR 97601

WITNESSETH, That

WILLIAM S. PUTNAM

*an equalizing award under that certain General Judgment of Dissolution of Marriage dated April 27, 2006, in Circuit Court Case No. 0402883CV in the State of Oregon, for the County of Klamath, mortgagor, in consideration of Dollars (\$XXXXXXXXXXXX) to mortgagor paid, does hereby grant, bargain, sell and convey unto MARI ANN PUTNAM

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

See Exhibit 1, attached hereto and by this reference incorporated herein.

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): an equalizing award under that certain General Judgment of Dissolution of Marriage dated April 27, 2006, in Circuit Court Case No. 0402883CV in the State of Oregon for the County of Klamath



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: March 31, 2016, ~~19xxxx~~

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 4-1 2008, ~~19xx~~

* 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.

William S. Putnam
 WILLIAM S. PUTNAM

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on April 1 2008, ~~19~~
 by WILLIAM S. PUTNAM



Marcie M. Henderson
 Notary Public for Oregon
 My commission expires 12-8-11

A parcel of land situated in Government Lots 6 and 7, Section 33, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being the Southerly portion of that tract of land conveyed to Juckeland Motors, Inc., by Weyerhaeuser Company and described in Deed Volume M-65 at Page 110, Klamath County Deed Records as shown on record of Survey No. 1072, as recorded in the office of the Klamath County Surveyor, said parcel being more particularly described as follows:

Beginning at a 5/8 inch iron pin on the Southwest corner of the above tract of land as described in said Deed Volume M-65 at Page 110, said point also being the Southeast corner of that tract conveyed by Weyerhaeuser Company to Crater Lake Machinery Company by Deed dated August 17, 1950; thence Southeasterly along the arc of a curve to the left to its intersection with the Northerly right of way line of the O.C. & E. Railway (the long chord of the last course bears South 45 degrees 20 minutes 03 seconds East a distance of 119.70 feet by said record of Survey No. 1072 and bears South 47 degrees 13 minutes 30 seconds East a distance of 122.18 feet by deed record); thence South 51 degrees 04 minutes East along said right of way line 170.46 feet; thence North 43 degrees 38 minutes East 180.00 feet; thence North 55 degrees 22 minutes West 287.42 feet to a point on the Westerly line of said tract of land as conveyed to Juckeland Motors, Inc.; thence South 34 degrees 48 minutes West 146.33 feet to the point of beginning, with bearings based on said recorded Survey No. 1072.

CODE 1 MAP 3809-33CB TL 2600