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THIS INDENTURE WITNESSETH: That Melvin George Waylan, Jr., aka Melvin G. Waylan, Jr. and Jeanne P. Waylan aka Patricia J. Waylan, husband & wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of ONE THOUSAND and NO/100 Dollars (\$ 1,000.00), to it in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto Ethelda M. Croft, a single woman, of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Tract 77 of PLEASANT HOME TRACTS NO. 2 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 anywise appertaining. To have and to hold the same with the appurtenances, unto the said Ethelda M. Croft, a single woman heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of ONE THOUSAND and NO/100 Dollars (\$ 1,000.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$1,000.00

Klamath Falls, Oregon, September 7, 1965.

Each of the undersigned promises to pay to the order of ETHELDA M. CROFT, a single woman at Klamath Falls, Oregon, ONE THOUSAND and NO/100 (\$1,000.00) DOLLARS, with interest thereon at the rate of 6 per cent per annum from date until paid, payable on or before September 1, 1966. If this note is placed in the hands of an attorney for collection, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises to pay (1) holder's reasonable 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.

s/Melvin G. Waylan, Jr.

s/Patricia J. Waylan

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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 Ethelda M. Croft, a single woman,

and her 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 Melvin George Waylan, Jr. aka Melvin G. Waylan, Jr. and Jeanne P. Waylan aka Patricia J. Waylan, h & w their heirs or assigns.

Witness their hands and seals this 9 day of September, 1965.

DONE IN THE PRESENCE OF

Melvin S. Waylan, Jr. (SEAL)
Patricia J. Waylan (SEAL)

MORTGAGE

(FORM No. 7)
STEVENS-LAW PUB. CO., PORTLAND, ORE.

TO

STATE OF OREGON,
County of Klamath ss.

I certify that the within instrument was received for record on the 10th day of Sept. 1965, at 3:33 o'clock PM, and recorded in book 21-55 on page 1577 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

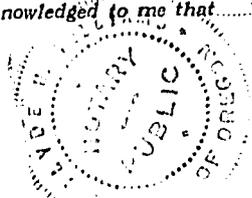
Dorothy Rogers
County Clerk-Recorder.
By [Signature] Deputy.
Fee 2.00
AFTER RECORDING RETURN TO

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 9 day of September, 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Melvin George Waylan, Jr. aka Melvin G. Waylan, Jr. and Jeanne P. Waylan aka Patricia J. Waylan, husband and wife known to me to be the identical individual s. described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



[Signature]
Notary Public for Oregon.
My Commission expires 11/7/68

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