

67-367 13366 Vol M-67 2508

THIS INDENTURE WITNESSETH: That EVERETT W. BARKER and LORNA L. BARKER, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Two Hundred and Fifty and no/100ths Dollars (\$250.00), to us 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 Fred Tucker, dba Tucker Real Estate, of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Lot 1 in Block 14 of NORTH KLAMATH FALLS, Klamath County, Oregon
 SUBJECT TO: a Trust Deed to First Federal Savings and Loan Association, of Klamath Falls, Oregon, from Everett W. Barker and Lorna L. Barker, husband and wife, dated March 31, 1967, recorded April 3, 1967, in Micorfilm Record M-67, at page 2285

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 Fred Tucker, dba Tucker Real Estate, his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Dollars Two Hundred Fifty and no/100ths (\$250.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 250.00 Klamath Falls, Oregon, April 10, 1967.
 Each of the undersigned promises to pay to the order of Fred Tucker, dba Tucker Real Estate, Klamath Falls, Oregon
 Two Hundred Fifty and no/100ths DOLLARS,
 with interest thereon at the rate of 7 percent per annum from April 10, 1967, until paid, payable in monthly installments of not less than \$25.00 in any one payment; interest shall be paid monthly and the minimum payments above required; the first payment to be made on the 10th day of May 1967 and a like payment on the 10th day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, each of the undersigned promises and agrees to pay holder's reasonable collection costs, including reasonable attorney's fees, even though no suit or action is filed hereon; however, if such suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.
 Due At 19
 s/ Everett W. Barker
 s/ Lorna L. Barker