



THIS INDENTURE WITNESSETH: That Roy L. Stuart and Tomie M. Stuart,
husband and wife
of the County of Klamath, State of Oregon, for and in consideration of the sum of
---TWO THOUSAND AND NO/100--- Dollars (\$2,000.00), to ~~have~~ them
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 ZONA M. LUKE

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

Beginning at an iron pin which marks the Southwest corner of Tract
11 of Independence Tracts and running thence South 78° 23' East along
the Southerly line of said Tract 11, a distance of 89.09 feet to an iron
pin thence North 0° 13' West a distance of 186.18 feet to an iron pin
on the Northerly line of Tract 13, Independence Tracts; thence South
89° 58' West along the Northerly line of Tract 13, Independence Tracts,
a distance of 87.2 feet to an iron pin which marks the Northwest corner
of said Tract 13; thence South 0° 13' East along the East line of Tract
10 of Independence Tracts, a distance of 168.6 feet, more or less, to
the point of beginning; said tract being a portion of Tracts 11, 12 and
13 of Independence Tracts, and being in the NE 1/4 NE 1/4 of Section 11,
Township 39 South, Range 9 East of the Willamette Meridian.

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

Zona M. Luke

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
---TWO THOUSAND AND NO/100--- Dollars
(\$2,000.00) in accordance with the terms of a certain promissory note of which the
following is a substantial copy:

\$ 2,000.00 Klamath Falls, Oregon, March 9, 19 71
I (or if more than one maker) we, jointly and severally, promise to pay to the order of
Zona M. Luke
---TWO THOUSAND AND NO/100--- at Klamath Falls, Oregon
DOLLARS,
with interest thereon at the rate of 7 percent per annum from Feb. 22, 1971 until paid, payable in
monthly installments of not less than \$ 50.00 in any one payment; interest shall be paid as stated
and
* XXXXXX the minimum payments above required; the first payment to be made on the 15th day of March
19 71, and a like payment on the 15th day of each month thereafter, until the whole sum, principal and
interest has been paid; if any of said installments is not so paid, all 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, I/we promise and agree to pay holder's
reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an 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. The undersigned acknowledge receipt of a copy of this note before signing same. Maker may prepay
in full at any time.

1. Amount of note—Amt. financed \$ /s/ Roy L. Stuart
2. FINANCE CHARGE (Interest from date to maturity) \$ /s/ Tomie M. Stuart
3. Total of payments (1 + 2) \$
No. of payments ANNUAL PERCENTAGE RATE %
If prepaid, precomputed interest, then unearned, will be abated.
* Strike words not applicable.

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

ZONA M. LUKE

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 ROY L. STUART AND TOMIE M. STUART, husband and wife, their heirs or assigns.

Witness our hand S. and seal S. this 9th day of March, 1971.

DONE IN THE PRESENCE OF

Roy L. Stuart (SEAL)
Tomie M. Stuart (SEAL)

MORTGAGE

(FORM No. 7)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TO

STATE OF OREGON,

County of Klamath.

I certify that the within instrument was received for record on the 9th day of MARCH, 1971, at 1:28 o'clock P.M., and recorded in book M. 71 on page 2021. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk-Recorder.

By *Wagel, Drigel*

DEPUTY

AFTER RECORDING RETURN TO

Richard J. Smith
 210 W. 4th
 Klamath Falls
 Oregon 97601

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 9th day of March, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROY L. STUART and TOMIE M. STUART,

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.

Delores Down

Notary Public for Oregon.

My Commission expires 1-22-73

