

50387

7-2908

SS

THIS INDENTURE WITNESSETH: That JACK O. MATHIS and BETTY L. MATHIS, husband and wife, of the County of \_\_\_\_\_, State of California, for and in consideration of the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$2,500.00), to 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 JOE JAMES SOTO, Jr., MIGUEL PATRICK SOTO and ROSALIE MARIE SOTO

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

Tract 4 of Garden Tracts, according to the official plat thereof on file in 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 JOE JAMES SOTO, Jr., MIGUEL PATRICK SOTO and ROSALIE MARIE SOTO

their heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TWO THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$2,500.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 2,500.00 Klamath Falls, Oregon December 7, 1970  
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of  
 Joe James Soto, Jr., Miguel Patrick Soto and Rosalie Marie Soto  
 at Klamath Falls, Oregon  
TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS,  
 with interest thereon at the rate of none percent per annum from \_\_\_\_\_ until paid, payable in  
monthly installments of not less than \$ 50.00 in any one payment; interest shall be paid  
 \* in addition to the minimum payments above required; the first payment to be made on the 16th day of January  
 19 71, and a like payment on the 16th 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.

1. Amount of note—Amt. financed \$ \_\_\_\_\_  
 2. FINANCE CHARGE (interest from date to maturity) \$ \_\_\_\_\_  
 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.

/s/ Jack A. Mathis  
 /s/ Betty L. Mathis