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THIS INDENTURE WITNESSETH: That CLAY THOMAS and EDNA R. THOMAS, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Forty Thousand and No/100ths Dollars (\$40,000.00), 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 Kerns Bros. Real Estate

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

PARCEL 1: Lots 3, 4, and 5 in Block 106, KLAMATH ADDITION TO THE CITY OF KLAMATH FALLS, EXCEPT THEREFROM any portion of Lot 5 conveyed to the City of Klamath Falls.

PARCEL 2: An irregular tract of land located in Government Lots 3 and 10, Section 32, Township 38 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Commencing at the East quarter corner of Section 32 Township 38 South, Range 9 East of the Willamette Meridian; thence South 69° 36' West a distance of 38.1 feet to a point on the Southeasterly line of Kinlock Street, thence South 38° 56' West along said Southeasterly line of Kinlock St. a distance of 16.47 feet to the true point of beginning; thence South 10° 46' 1/2' West 246.59 feet, more or less, to its intersection with the Westerly line of Fifth Street in Klamath Falls, Oregon, if extended; thence North 51° 04' West a distance of 117.51 feet, more or less, to the intersection of said westerly line of Fifth St. and the Southeasterly line of Kinlock St; thence North 38° 56' East a distance of 216.33 feet along the said Southeasterly line of Kinlock St. to the point of beginning.

PARCEL 3: Beginning at the intersection of the centerline of Fifth St. and the Southeasterly line of Kinlock Street, as shown on the plat of "Klamath Addition to the town of Linkville, now Klamath Falls, on file in the office of the County Clerk, Klamath County Courthouse; thence North 51° 04' West along said centerline, a distance of 19.0 to a point, said point being the point of tangency of a curve concave to the East and having a radius of 30.00 feet, a radial line to said point bearing South 38° 56' West; thence Northerly along said curve a distance of 47.12 feet to a point on the Southwesterly line of Lot 6, Block 106 of said Klamath Addition, a radial line to said point bearing North 51° 04' West; thence South 51° 04' East along the Southwesterly line of said Lot 6 to the Southwest corner of said Lot 6; thence North 38° 56' East, a distance of 19.06 feet along the Southeasterly line of said Lot 6 to a point on the Southerly right of way line of the Klamath Falls Lakeview Highway as relocated said right of way being on a curve concave to the North having a radius of 316.

CONTINUED ON ATTACHED PROPERTY DESCRIPTION.
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 KERN BROS., REAL ESTATE

its heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Forty Thousand and No/100ths Dollars (\$40,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 40,000.00 Klamath Falls, Oregon, August 13, 1971

I (or if more than one maker) we, jointly and severally, promise to pay to the order of KERNS BROS.

REAL ESTATE, A Copartnership at Klamath Falls, Oregon

DOLLARS,

with interest thereon at the rate of six percent per annum from August 15, 1971 until paid, payable in Annual installments of not less than \$13,333.33 in any one payment; interest shall be paid annually and in addition to the minimum payments above required; the first payment to be made on the 15th day of August

1972, and a like payment on the 15th day of each August 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 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.

* Strike words not applicable.

/s/ Clay Thomas

/s/ Edna R. Thomas