

THIS INDENTURE WITNESSETH: That

THURMAN HOLMES and OPAL HOLMES, husband and wife,
of the County of Klamath, State of Oregon, for and in consideration of the sum of
Two Thousand Two Hundred Six and 64/100ths Dollars (\$2,206.64), 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

SEARS, ROEBUCK AND COMPANY, a corporation,
of the County of Klamath, State
of Oregon, the following described premises situated in Klamath County, State of
Oregon, to-wit:

Lot 3, Block 58, Klamath Falls
2nd Hot Springs

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
SEARS, ROEBUCK AND COMPANY, a corporation,

heirs and assigns forever.
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
Two Thousand Two Hundred Six and 64/100ths Dollars
(\$2,206.64) in accordance with the terms of a certain promissory note of which the
following is a substantial copy:

\$2,206.64 Klamath Falls, Oregon, March 1972

I (or if more than one maker) we, jointly and severally, promise to pay to the order of
SEARS, ROEBUCK AND COMPANY, a corporation,
at Klamath Falls, Oregon,

TWO THOUSAND TWO HUNDRED SIX and 64/100ths DOLLARS,
with interest thereon at the rate of 14.75 percent per annum from June 1, 1972 until paid, payable in
monthly installments of not less than \$ 51.25 in any one payment; interest shall be paid monthly and
is included in the minimum payments above required; the first payment to be made on the 1st day of June
1972, and a like payment on the 1st 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 herein; 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.

* Strike words not applicable.

Thurman Holmes
Opal Holmes

(a)* *primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),*

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 _____

SEARS, ROEBUCK AND COMPANY, a corporation.

and its

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 _____ legal representatives, or assigns may foreclose the

THURMAN HOLMES and OPAL HOLMES

heirs or assigns.

Witness our hands this day of March, 1972.

***IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee **MUST** comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a **FIRST** lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is **NOT** to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

Thurman Holmes
Asa Holmes

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 3rd day of APRIL, 1972, at 10:07 o'clock A. M., and recorded in book M.72 on page 3434. Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

WM, D. MILNE

COUNTY CLERK

Title.

By Kazuo Kasai Deputy.

0 AFTER RECORDING RETURN TO

Sears, Roebuck & Co.
133 So. 8th St.
Klamath Falls, Or. 97601

STATE OF OREGON.

County of.....Klamath

SS

BE IT REMEMBERED, That on this 29 day of March, 1972,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named THURMAN HOLMES and OPAL HOLMES

known to me to be the identical individuals 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.

Notary Public for Oregon.
My Commission expires Jan. 14, 74

