

THIS INDENTURE WITNESSETH: That RICHARD A. NELSEN

of the County of Klamath, State of Oregon, for and in consideration of the sum of Seven Thousand Two Hundred & No/100 Dollars (\$7,200.00), to him in hand paid, the receipt whereof is hereby acknowledged, he S. granted, bargained, sold and conveyed, and by these presents do. es grant bargain, sell and convey unto JOHN J. FRIEL and NANCY MARIE WISE FRIEL, husband and wife,

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

Lots 10 thru 15, inclusive, Block 5, FIRST ADDITION TO ALTAMONT ACRES; EXCEPTING THEREFROM the South 10 feet of Lots 13, 14 and 15, of said Block 5, Klamath County, Oregon.

SUBJECT TO: 1972-73 real property taxes and all future real property taxes and assessments; regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Enterprise Irrigation District; regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District; reservations, restrictions, easements and rights of way of record, and those apparent on the land.

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 John J. Friel and Nancy Marie Wise Friel, husband and wife,

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Seven Thousand Two Hundred and No/100 Dollars (\$7,200.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 7,200.00 Klamath Falls, Oregon September 30, 1972  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of John J. Friel & Nancy Marie Wise Friel, husband & wife, and upon the death of either of them, then to the order of the survivor of them, at Klamath Falls, Oregon, -----Seven Thousand Two Hundred and No/100----- DOLLARS, with interest thereon at the rate of 7 1/2 percent per annum from date hereof until paid, payable in monthly installments of not less than \$65.47 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 15 day of October 1972, and a like payment on the 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.  
\* Strike words not applicable.

/s/ Richard A. Nelsen  
Richard A. Nelsen



