

THIS INDENTURE WITNESSETH: That EARL W. NIDEVER and ELEANOR I. NIDEVER, husband and wife,
 of the County of Klamath, State of Oregon, for and in consideration of the sum of
 Four Thousand and No/100ths Dollars (\$4,000.00), to them
 in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and
 by these presents do grant bargain, sell and convey unto Mildred D. Bergen
 of the County of Klamath, State
 of Oregon, the following described premises situated in Klamath County, State of
 Oregon, to-wit:

Lot 673 in Block 107 of MILLS ADDITION to the City of Klamath
 Falls, Oregon, according to the official plat thereof on file
 in the office of County Clerk, 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 Mildred D. Bergen

her heirs and assigns forever.
 THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
 Four Thousand and No/100ths Dollars
 (\$4,000.00) in accordance with the terms of that certain promissory note of which the
 following is a substantial copy:

\$ 4,000.00 Klamath Falls, Ore. November 15, 1972
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of
 MILDRED D. BERGEN, Klamath Falls, Oregon
 Four Thousand and No/100ths (\$4,000.00) at November 15, 1972 DOLLARS,
 with interest thereon at the rate of 7 percent per annum from November 15, 1972 monthly payable in
 monthly installments of not less than \$ 45.00 in any one payment; interest shall be paid monthly
 * is included in the minimum payments above required; the first payment to be made on the 1st day of
 1972, and a like payment on the 1st day of 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/ EARL W. NIDEVER

/s/ ELEANOR I. NIDEVER

13633

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a)* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
- (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 MILDRED D. BERGEN

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 Earl W. Nidever and Eleanor I. Nidever, husband and wife, their heirs or assigns.

Witness our hands this 15th day of November, 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.

Earl W. Nidever
Eleanor I. Nidever

MORTGAGE

(FORM No. 7)
STEVENS-NESS LAW FIRM, P.C., PORTLAND, ORE.

TO

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 27th day of NOVEMBER, 19 72 at 4:13 o'clock P.M., and recorded in book M. 72 on page 13632 or as filing fee number 70752. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

M. D. MILNE

COUNTY CLERK

Title: By Hazel Drayton Deputy
Klamath County Title Co.
Will Call

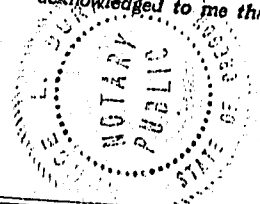
AFTER RECORDING RETURN TO

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 15th day of November, 19 72, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named EARL W. NIDEVER and ELEANOR I. NIDEVER, husband and wife, known to me to be the identical individual I 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.

Paul S. Quinn
Notary Public for Oregon.
My Commission expires 12-11-74