

THIS INDENTURE WITNESSETH: That J. BRUCE OWENS, husband and wife & THEODORE B. CASE & RUTH L. CASE, husband and wife, of the County of Klamath State of Oregon, for and in consideration of the sum of Thirteen Thousand Two Hundred Twenty-two and 50/100ths Dollars (\$13,222.50), 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 ADELIA DYE,

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

The West 30 feet of North 40 feet of Lot 2, Block 23, in the ORIGINAL TOWN OF KLAMATH FALLS, Oregon, being further described as follows: Beginning at the Northwest corner of Lot 2, Block 23 in ORIGINAL TOWN OF KLAMATH FALLS, Oregon; thence South and parallel with Cedar Street 40 feet; thence East and parallel with Main Street 30 feet; thence North parallel with Cedar Street 40 feet; thence West parallel with Main Street, 30 feet to the point of beginning.  
A portion of Lot 2, Block 23, ORIGINAL TOWN OF LINKVILLE, now the City of Klamath Falls, Oregon, bounded and described as follows: Beginning on the North line of Main Street at a point 35 feet East from the Southwest corner of said Lot 2; thence North and parallel with West line of said Lot, 80 feet; thence West and parallel with Main Street, 5 feet; thence North and parallel to said West line of said Lot, 40 feet to the North line of said Lot 2; thence East along said North line 10 feet; thence South and parallel to the West line of said Lot, 120 feet to the North line of Main Street; thence West along said line of Main Street, 5 feet to the point of beginning. Beginning at the Southwest corner of Lot 2, Block 23, TOWN OF LINKVILLE, now the City of Klamath Falls, Oregon; thence Northwest along the West line of said Lot 2, 80 feet; thence Northeast parallel with Main Street, 35 feet; thence Southeast parallel with the West line of said Lot, 80 feet to the North line of Main Street, thence Southwest along the North line of Main Street, 35 feet to the point of beginning, being a part of said Lot 2 of Block 23.

ALSO, the East one-half of vacated Cedar Street adjacent to the above described property.

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 ADELIA DYE,

her heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Thirteen Thousand Two Hundred Twenty-two and 50/100ths Dollars (\$13,222.50) in accordance with the terms of a certain promissory note of which the following is a substantial copy:  
\$13,222.50

October 12, 19 72

For value received, we promise to pay to the order of ADELIA DYE at Klamath Falls, Oregon, THIRTEEN THOUSAND TWO HUNDRED TWENTY-TWO and 50/100ths (\$13,222.50) Dollars in lawful money of the United States of America, with interest thereon in like lawful money at the rate of five percent (5%) per annum from October 12, 1972 until paid, payable in monthly installments of not less than TWO HUNDRED and No/100 (\$200.00) Dollars in any one payment, including the full amount of interest due on this note at time of payment of each installment. The first payment to be made on the 12th day of October, 1972, and a like payment on the 12th day of each month thereafter, until the whole sum, principal and interest, has been paid; if any of said installments are not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. In case suit or action is instituted to collect this note, or any portion thereof, we promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

/s/ J. Bruce Owens  
J. Bruce Owens

/s/ Theodore B. Case  
Theodore B. Case

/s/ E. Marie Owens  
E. Marie Owens

/s/ Ruth L. Case  
Ruth L. Case