

SN

THIS INDENTURE WITNESSETH: That H. Dean Mason and Joan C. Mason
of the County of Klamath, State of Oregon, for and in consideration of the sum of
Three thousand eight and no/100 Dollars (\$3,008.00), to us
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 California-Pacific Utilities
Company

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

Lot 4 in Block 6 FIRST ADDITION TO WEST HILLS HOMES,
Klamath County, Oregon.

Subject to:

1. Taxes for the year 1972-73 payable in the amount of \$55.92, plus interest.
2. Taxes for the year 1971-72 delinquent in the amount of \$60.96, plus interest.
3. Easement, including the terms and provisions thereof, to The California Oregon Power Company, recorded in Deed, Volume 133 at Page 417, Records of Klamath County, Oregon.
4. Utility easements and set-back lines as disclosed on the dedication and plat of First Addition to West Hills Homes.

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 California-Pacific
Utilities Company

their successors ~~and~~ and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
Three thousand eight and no/100 Dollars
(\$ 3,008.00) in accordance with the terms of a certain promissory note of which the
following is a substantial copy:

\$ 3,008.00 Klamath Falls, Oregon March 15, 19 73
On or before April 1, 1974 after date, each of the undersigned promises to pay to the order of
California-Pacific Utilities Company
Three thousand eight and no/100 at Klamath Falls, Oregon
with interest thereon at the rate of 3 percent per annum from 3-11-72 DOLLARS,
be paid on or before due date and if not so paid, the whole sum of both principal and interest to become im-
mediately due and collectible, at the option of the holder of this note. All or any portion of the principal hereof
may be paid at any time. If this note is placed in the hands of an attorney for collection, each of the undersigned
promises and agrees to pay holder's reasonable collection costs, including attorney's fees, even though no suit or
action is filed hereon; however, if such suit or action is filed, the amount of such 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.
X /s/ H. Dean Mason
H. Dean Mason
X /s/ Joan C. Mason
Joan C. Mason
No.

Ca 4.00

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 California-Pacific Utilities Company

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 H. Dean Mason and Joan C. Mason, their heirs or assigns.

Witness our hand s this 15th day of March, 1973.

*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.

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 16th day of March, 1973, at 10:10 o'clock AM., and recorded in book M73 on page 74247 filing fee number 74247
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

W. D. MILNE,

COUNTY CLERK

Title.

By Lucia Quintana Deputy.

WATER RECORDING RETURN TO

Fee \$11.00

Cal. Pac. Utilities

P.O. Box 340

K. 4.

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 15th day of March, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named H. Dean Mason and Joan C. Mason

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.

Robert L. Barker
Notary Public for Oregon.
My Commission expires Oct 8, 1975