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THIS INDENTURE WITNESSETH: That ERNEST D. FREEMAN and SYLVIA H. FREEMAN, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Three Thousand and No/100ths Dollars (\$3,000.00), 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 WILLIAM N. DREW and ALICE DREW, husband and wife,

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

A portion of Lot 5, Section 29, Township 39 South, Range 10 East of the Willamette Meridian, being land lying West and North of the U.S.R.S. Diversion Reservoir and channel, more particularly described as follows:

Beginning at a point on the West line of Section 29, Township 39 South, Range 10 East of the Willamette Meridian, which point is the intersection of said section line with the Northerly right of way line of the U.S.R.S. Lost River Diversion Channel, and which is 416.7 feet, more or less, North of the Southwest corner of said Section 29; thence North along said section line a distance of 400 feet, more or less, to a point in line with a fence running Northeasterly therefrom along and near the Northerly right of way line of the U.S.R.S. drainage ditch known as No. 17 Drain; thence North 63°02' East along said fence line a distance of 677.5 feet; thence South 33°28' East a distance of 655 feet, more or less, to the Northerly right of way of said Lost River Diversion Channel; thence Southwesterly, along said Diversion Channel right of way line to the point of beginning.

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 WILLIAM N. DREW and ALICE DREW

HIS heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Three Thousand and No/100ths Dollars (\$3,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 3,000.00 Klamath Falls, Oregon August 15, 1973
I (or if more than one maker) we, jointly and severally, promise to pay to the order of William N. Drew and ALICE DREW, husband and wife, at Klamath Falls, Oregon Three Thousand and No/100ths (\$3,000.00) DOLLARS, with interest thereon at the rate of 7 percent per annum from August 16, 1973 until paid, payable in monthly installments of not less than \$ 75.00 in any one payment; interest shall be paid monthly and ~~XXXXXX~~ the minimum payments above required; the first payment to be made on the 16th day of September 1973, and a like payment on the 16th 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.
** The entire balance, both principal and interest to be paid in full on or before the 5th day of June, 1976
/s/ ERNEST D. FREEMAN
/s/ SYLVIA H. FREEMAN
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