

THIS INDENTURE WITNESSETH: That JO ELLEN ROSAUER and VINCENT ROSAUER
of the County of Los Angeles, State of California, for and in consideration of the sum of
Three Hundred Thirty Seven and 60/100 Dollars (\$37.60---), to her
in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and
by these presents does grant bargain, sell and convey unto SMITH & LEE, Attorneys at Law
210 North Fourth Street, Klamath Falls,
of the County of Klamath, State of Oregon,
the following described premises situated in Klamath County, State of Oregon,
to-wit:

A portion of the E 1/2 W 1/2 W 1/2 SE 1/4 NW 1/4 of Section 2, Township 39, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more commonly referred to as 2131 Gettle Street, Klamath Falls, Oregon, and described as: Beginning at a point on the East line of the E 1/2 W 1/2 W 1/2 SE 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 EWM, which point is North 88° 57' East a distance of 330.02 feet and North 0° 35' West along the said East line of the E 1/2 W 1/2 W 1/2 SE 1/4 NW 1/4 of said Section 2 a distance of 588.9 feet from the Southwest corner of the SE 1/4 NW 1/4 of said Section 2, which point is the true point of beginning of this description; thence continuing North 0° 35' West a distance of 75 feet to a point; thence South 89° 25' West a distance of 135 feet to a point; thence South 0° 35' East a distance of 75 feet to a point; thence North 89° 25' East a distance of 135 feet 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 SMITH & LEE

their heirs and assigns forever.
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
Three Hundred Thirty-seven and 60/100 Dollars
(\$337.60) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 337.60 Klamath Falls, Oregon August 13, 1973
ON DEMAND, I (or if more than one maker) we, jointly and severally, promise to pay to the order of
SMITH & LEE at Klamath Falls, Oregon
THREE HUNDRED THIRTY SEVEN and 60/100 DOLLARS,
with interest thereon at the rate of _____ percent per annum from _____ until paid; interest to be paid
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, I/we promise and agree to pay the 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.
Vincent J. Rosauer
Jo Ellen Rosauer

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 SMITH & LEE

and their 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 SMITH & LEE their heirs or assigns.

Witness my hand this 13th day of August, 1973

Vincent + Rosauer
Jo Ellen Rosauer

*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 27 day of August, 1973, at 1:48 o'clock P.M., and recorded in book 11575 on page 1 of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk

Title

James M. Milne
Deputy

AFTER RECORDING RETURN TO

Smith & Lee
512 N. 4th St.
Astoria

Fee 4.00

STATE OF OREGON,
County of Klamath

BE IT REMEMBERED, That on this 13th day of August, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JO ELLEN ROSAUER and VINCENT ROSAUER known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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.

Am
Notary Public for Oregon.
My Commission expires 1-24-77

