

THIS INDENTURE WITNESSETH: That GARY T. WHITTLE, a single man,
of the County of Jackson, State of Oregon, for and in consideration of the sum of
Three Thousand and no/100ths Dollars (\$3,000.00), to
in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and
by these presents do. as grant bargain, sell and convey unto
DORAN C. RHOADS and HULDA K. RHOADS, husband and wife,
of the County of Klamath, State
of Oregon, the following described premises situated in Klamath County, State of
Oregon, to-wit:

The South 80 feet of Lots 604 and 605 in Block 103 of MILLS ADDITION TO
THE CITY OF KLAMATH FALLS, Klamath County, Oregon.

Note: This mortgage is subordinate to the first mortgage dated July 12,
1973 and recorded July 19, 1973 in Book M 73, page 9252, Records
of Mortgages of 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

Doran C. Rhoads and Hulda K. Rhoads, husband and wife,

their 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:

No.

\$ 3,000.00

Klamath Falls, Oregon, September 4, 19 73

For value received, each of the undersigned, jointly and severally, promises to pay
in lawful money of the United States of America, to the order of

Doran C. and Hulda K. Rhoads

Bank,

Three Thousand and no/100ths DOLLARS,

with interest thereon at the rate of 8.0 per cent per annum from date until paid, in monthly instalments of not less than
\$ 1000.00 in any one payment, together with the full amount of interest due on this note

(together with or including) at time of payment of each instalment. The first payment shall be made on the 15th day of December, 19 73

and a like payment shall be made on the 15th day of Mar., 1974 thereafter until June 15, 19 74, when the
whole sum of principal and interest then unpaid shall be paid. If any of said instalments is not so paid, the whole sum of
both principal and interest shall become immediately due and payable at the option of the holder of this note. If suit or action
is instituted to collect this note, or any portion thereof, each of the undersigned, jointly and severally, promises to pay such
additional sum as the trial court and any appellate court may adjudge reasonable as attorneys' fees in said suit or action.

Address 3150 Crater Lake Ave.

Telephone Medford, Oregon 97501

Gary T. Whittle

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 Doran C. Rhoads and Hulda K. Rhoads, husband and wife,

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

Gary T. Whittle, a single man, and his heirs or assigns.

Witness his hand this 14th day of September 19 73

*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 1 day of Oct, 19 73 at 3:16 o'clock P.M., and recorded in book M-73 on page 13257 or as filing fee number 82052.
 Record of Mortgages of said County.
 Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

By Hazel C. Dwyer Deputy.
 AFTER RECORDING RETURN TO
Western Bank 4.00
Box 1149
City



STATE OF OREGON,

County of JACKSON

BE IT REMEMBERED, That on this 14th day of September 6, 19 73, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Gary T. Whittle, a single man,

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

William J. Whittle
 Notary Public for Oregon.
 My Commission expires 5-24-76

