

THIS INDENTURE WITNESSETH: That

S. GILBERT CARLETON

of the County of Klamath State of Oregon, for and in consideration of the sum of  
Two Thousand and NO/100ths Dollars (\$2,000.00), 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 LOREN W. LOBDELL and JUDY Y.  
LOBDELL, husband and wife,

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

Lot 15, 16 and 17 in Block 27 SECOND ADDITION TO THE CITY  
OF KLAMATH FALLS, 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 LOREN W. LOBDELL and  
JUDY Y. LOBDELL, husband and wife,  
their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Dollars  
Two Thousand and No/100ths (\$2,000.00) in accordance with the terms of that certain promissory note of which the  
following is a substantial copy:

\$ 2,000.00m Klamath Falls, Oregon October 10, 1973  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of,  
LOREN W. LOBDELL and JUDY Y. LOBDELL, husband and wife,  
at Klamath Falls, Oregon  
Two Thousand and NO/100ths - - - - - October 12, 1973 until paid, payable in  
with interest thereon at the rate of 8 1/4 percent per annum from monthly installments of not less than \$ 45.00 in any one payment; interest shall be paid monthly  
the minimum payments above required; the first payment to be made on the 12th day of  
19 73, 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 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.

/s/ S. GILBERT CARLETON

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 LOREN W. LOBBELL and JUDY Y. LOBBELL, 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 S. GILBERT CARLETON his heirs or assigns.

Witness my hand this 10th day of October, 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 FIRM, P.O. BOX 100, PORTLAND, ORE.

TO

STATE OF OREGON, ss.  
County of Klamath  
I certify that the within instrument was received for record on the 17 day of Oct, 1973 at 4:02 o'clock p.m. and recorded in book M-73 on page 4029 or as filing fee number 82664. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk Title

By: *[Signature]* Deputy  
4/24/74  
3935 Ferguson Road  
Klamath Falls, Ore. 97601

STATE OF OREGON, ss.

County of Klamath

BE IT REMEMBERED, That on this 10th day of October, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named S. GILBERT CARLETON

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.

TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Marlene T. Adlington  
Notary Public for Oregon  
My commission expires 3-21-77

*[Signature]*  
Notary Public for Oregon  
My Commission expires 3-21-77