

THIS INDENTURE WITNESSETH: That HILTON R. THOMAS  
 of the County of Klamath, State of Oregon, for and in consideration of the sum of  
 Twelve Thousand Six Hundred Ninety-Seven & 14/100ths Dollars (\$12,697.14), to him  
 in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and  
 by these presents do grant bargain, sell and convey unto Elbert E. Stiles, dba Concrete  
 Products Industries,

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

Lot 14 Block 13, THIRD ADDITION MOYINA, Klamath County, Oregon  
 Lot 12 Block 13, THIRD ADDITION MOYINA, Klamath County, Oregon  
 Lot 6, Block 13, THIRD ADDITION MOYINA, Klamath County, Oregon  
 Lot 5 Block 13, THIRD ADDITION MOYINA, Klamath County, Oregon  
 Lot 4 Block 13, THIRD ADDITION MOYINA, Klamath County, Oregon  
 Lot 3 Block 13, THIRD ADDITION MOYINA, Klamath County, Oregon  
 Lot 8 Block 9, THIRD ADDITION MOYINA, Klamath County, Oregon  
 Lot 4 Block 11, THIRD ADDITION MOYINA, Klamath County, Oregon  
 Lot 11 Block 9, THIRD ADDITION MOYINA, 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 ELBERT E. STILES, dba  
 Concrete Products Industries

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of  
 Twelve Thousand Six Hundred Ninety Seven & 14/100ths - - - - - Dollars  
 (\$12,697.14) in accordance with the terms of certain promissory note of which the  
 following is a substantial copy:

PROMISSORY NOTE IS ATTACHED HERETO

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 Elbert E. Stiles, dba Concrete Products Industries

and his 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 HILTON R. THOMAS, his heirs or assigns.

Witness my hand this 18 day of OCT, 19 73.  
Hilton R. Thomas

\*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, in such word as 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.C., PORTLAND, ORE.

TO

STATE OF OREGON,  
County of Klamath  
I certify that the within instrument was received for record on the 18 day of OCT, 19 73, at 10 o'clock AM, and recorded in book        on page        filing fee number        Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title \_\_\_\_\_  
Deputy \_\_\_\_\_  
By \_\_\_\_\_  
AFTER RECORDING RETURN TO \_\_\_\_\_

STATE OF OREGON,  
County of Klamath } ss.

BE IT REMEMBERED, That on this 18 day of OCT, 19 73, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named HILTON R. THOMAS

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 R. Board  
Notary Public for Oregon.  
My Commission expires 7-24-76

14084

## PROMISSORY NOTE

\$12,697.14

Klamath Falls, Oregon

AT 18, 1973

I, promise to pay to the order of ELBERT E. STILES, dba Concret Products Industries, at 1900 So. 6th Street, Klamath Falls, Oregon, Twelve Thousand Six Hundred Ninety Seven & 14/100ths (\$12,697.14) DOLLARS, with interest thereon at the rate of 6 percent per annum from October 1, 1973 until paid. The entire balance, both principal and interest to be paid on or before the expiration of six (6) months from the date of this note. 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 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.

/s/ HILTON R. THOMAS

STATE OF OREGON

Filed for recording

this 18th day of October

duly recorded in Vol. M.73

Mortgages

By W. D. MILNE, County Clerk

Fee 1.00

Ref: Vandenberg & Branches  
411 S. 6th  
K.F.