

92837

THIS INDENTURE WITNESSETH: That JAMES W. BARRETT and HELEN L. BARRETT, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of One Thousand Four Hundred & No/100ths Dollars (\$1,400.00), 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 MELVIN L. STEWART and MARY LOU STEWART, husband and wife,

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

Lot 3 Block 6 of Tract No. 1035 Known as GATEWOOD, 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 MELVIN L. STEWART and MARY LOU STEWART, husband and wife,

their heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of One Thousand Four Hundred and No/100ths Dollars (\$1,400.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 1,400.00 August 27 1977  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of MELVIN L. STEWART AND MARY LOU STEWART at 2830 Pine Grove Road, Klamath Falls, OR 97601  
One Thousand Four Hundred and No/100ths (\$1,400.00) DOLLARS,  
with interest thereon at the rate of 6% percent per annum from September 15, 1977 until paid, payable in 12 equal installments of not less than \$ in any one payment; interest shall be paid in addition to the minimum payments above required; the first payment to be made on the 15 day of September, 1977, and a like payment on the 15th 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.

James W. Barrett & Helen L. Barrett  
2413 Western  
Klamath Falls, Oregon 97601