

FORM No. 7—MORTGAGE—Short Form

93034

SH

A-24565

THIS INDENTURE WITNESSETH: That George A. Pondella, Sr. and Adeline M. Pondella, Husband and Wife of the County of Klamath, State of Oregon, for and in consideration of the sum of Fifty thousand and 00/100 Dollars (\$ 50,000.00, 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 John H. Greb and Michele L. Greb, Husband and Wife

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

That portion of Government Lots 1 and 6 lying South of the Chiloquin Williamson River Highway;

and Government Lots 7, 13, 14 and 21;

All in Section 19, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

## EXCEPTIONS:

1. Reservations and restrictions in deed to Restricted Indian Land from Kate Crowley, a widow, to Betsy G. Effman recorded in Deed Vol. 298 page 116, records of Klamath County, Oregon, as follows: "There is reserved from the lands hereby granted a right of way to Klamath County, Oregon, for Williamson River Market Road----. Title to the above described property is conveyed subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines, and for any other easements or rights of way of record. 50% of all minerals, including oil and gas, is hereby reserved to the grantor."

2. Grant of Right of Way, including the terms and provisions thereof, given by John Effman and Betsy G. Effman, husband and wife, to The California Oregon Power Company, a California corporation, dated February 16, 1959, recorded February 18, 1959, in Vol. 299 page 678, Deed records of Klamath County, Oregon.

3. Grant of Right of Way, including the terms and provisions thereof, given by John Effman, et al., to The California Oregon Power Company, dated August 10, 1960, recorded August 12, 1960, in Deed Vol. 321 page 449, records of Klamath County, Oregon.

(CONTINUED ON REVERSE SIDE)

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 John H. Greb and Michele L. Greb, Husband and Wife

and their heirs and assigns forever  
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Fifty thousand and 00/100 Dollars (\$50,000.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 50,000.00 Klamath Falls, Oregon August 1, 1974  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of John H. Greb and Michele L. Greb, Husband and Wife Klamath Falls, Oregon  
Fifty thousand and no/100 (\$50,000.00)  
with interest thereon at the rate of 7½ percent per annum from August 1, 1974  
annual installments of not less than \$ 10,000.00 in any one payment, interest shall be paid at same time and day, Nov. principal  
the minimum payments above required; the first payment to be made on the 1 day of November 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, fees and costs and upon 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 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 is pending, including costs therein, is tried, heard or decided.  
• Strike words not applicable.

(If this note, without disclosure, is required for any purpose, such a form is available.)

