

THIS INDENTURE WITNESSETH: That ERNEST M. LYTLE and A. KATHRYN LYTLE, husband and wife, of the County of Jackson, State of Oregon, for and in consideration of the sum of TWO THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$2,800.00), 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 GLEN F. LEACH and HAZEL LEACH, husband and wife,

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

Lots 9, 10 and 11, Subdivision of Tracts B & C, FRONTIER TRACTS. Subject to 1975-76 real property taxes which are now a lien but not yet due and payable. Recitals in deed from Harry Elmer Hansberry to the United States of America, recorded April 5, 1932, in Book 97, Page 237, Deed Records. Recitals in deeds from Frontier Guest Ranch, recorded December 8, 1958, in Book 307, Page 283, Deed Records, and recorded October 28, 1959, in Book 316, Page 655, Deed Records, that no commercial enterprise or enterprises shall be operated on the above-described real property.

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 Glen F. Leach and Hazel Leach, husband and wife, their

heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TWO THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$2,800.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$2,800.00 Medford, Oregon, September 16, 1975. I (or if more than one maker) we, jointly and severally, promise to pay to the order of GLEN F. LEACH and HAZEL LEACH, husband and wife, at Medford, Oregon, TWO THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS, with interest thereon at the rate of 8 percent per annum from date until paid, payable in monthly installments of not less than \$50.00 in any one payment; interest shall be paid monthly and included in the minimum payments above required; the first payment to be made on the 25 day of October, 1975, and a like payment on the 25th 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.

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