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THIS INDENTURE WITNESSETH: That Clifford J. Emmich and Winifred Emmich, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Twenty-two thousand and no/100 - - - - Dollars (\$ 22,000.00, to them 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 George K. Whitworth, trustee, under declaration of trust dated 2-28-75 for the benefit of George K. Whitworth and Helen L. Whitworth, trustor, of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Parcel 1: Township 36 South, Range 12 East of the Willamette Meridian, Section 25, N $\frac{1}{2}$ N $\frac{1}{2}$ ; Section 24, SE $\frac{1}{4}$ ; Township 36 South, Range 13 East of the Willamette Meridian, Section 19, SW $\frac{1}{4}$ ;

Parcel 2: (a). S $\frac{1}{2}$ 2N $\frac{1}{2}$ 2S $\frac{1}{2}$ 2NE $\frac{1}{4}$ 4SE $\frac{1}{4}$  of Section 6, Township 35 South, Range 9 East of the Willamette Meridian, lying west of Sprague River, and East of the Access Road, Klamath County, Oregon.  
(b). Township 35 South, Range 9 East, W.M., Section 6: Northerly 55 feet of North  $\frac{1}{2}$  of South  $\frac{1}{2}$  of Southwest  $\frac{1}{4}$  of Northeast  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  excepting that part that lays east of the Sprague River.

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 George K. Whitworth, Trustee under declaration of trust dated 2-28-75 for the benefit of George K. Whitworth and Helen L. Whitworth, Trustor their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Twenty-two thousand and no/100 - - - - Dollars (\$ 22,000.00 ) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

22,000.00 September 25, 1975  
On December 15, 1975 after date, I (or if more than one maker) we jointly and severally promise to pay to the order of George K. Whitworth, trustee, under declaration of trust dated 2-28-75 for the benefit of George K. Whitworth and Helen L. Whitworth, trustor Twenty-two thousand and no/100 - - - - DOLLARS.  
10 % per annum from date until paid; interest to be paid with interest thereon at the rate of 10% and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. 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; 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.  
Interest to bear interest not to exceed the maximum allowed by law. /s/ Clifford J. Emmich  
/s/ Winifred Emmich

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