

17029

THIS INDENTURE WITNESSETH: That

JACK EVATT
 of the County of Klamath State of Oregon, for and in consideration of the sum of
 Three Thousand Five Hundred and no/100 Dollars (\$3,500), to him
 in hand paid, the receipt whereof is hereby acknowledged, he S granted, bargained, sold and conveyed, and
 by these presents do, ES grant bargain, sell and convey unto HARROLD MALLORY and
 CHRISTINE MALLORY

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

The E 1/2 of the S 1/2 S 1/2 of the NE 1/4 NE 1/4, Section 20,
 Township 39 South, Range 12, East of the Willamette Meridian.

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 Harrold Mallory and
 Christine Mallory

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of \$3,500
 Three Thousand Five Hundred and no/100 Dollars
 (\$3,500) in accordance with the terms of a certain promissory note of which the
 following is a substantial copy: Klamath Falls, Oregon May 19 76

I (or if more than one maker) we, jointly and severally, promise to pay to the order of
 HARROLD MALLORY and CHRISTINE MALLORY, or either of them,
 and upon the death of any of them, then to the order of the survivor of them, at Klamath Falls, Oregon
 Three Thousand Five Hundred and no/100 (\$3,500) DOLLARS.

with interest thereon at the rate of 10 percent per annum from date hereof until paid, payable in
 installments, at the dates and in the amounts as follows: The sum of \$500 upon the execution
 hereof; the sum of \$100 per month payable on or before the 10th day of
 June, July, August, September and October, 1976; the sum of \$500 on or before
 the 10th day of November, 1976; the sum of \$100 per month payable on or
 before the 10th day of December, 1976, January, February, March & April, 1977;
 (SEE REVERSE)

balloon payments, if any, will not be refinanced; interest to be paid monthly and in addition to the payments above re-
 quired; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not
 so paid, all principal and interest shall 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 the reasonable attorney's fees and collection costs of the holder
 hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2)
 if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's rea-
 sonable attorney's fees in the appellate court.

It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right
 of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and in-
 terest shall vest absolutely in the survivor of them.

/s/ Jack Evatt

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled prin-
 cipal payment becomes due, to-wit: November 10, 19 76.

* Strike words not applicable.

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