76 Page THIS INDENTURE WITNESSETH: That Donald R. Manning and Lillian V. of the County of Klamath , State of Oregon , for and in consideration of the sum of Thirty thousand -- - - Dollars (\$30,000.00), to him in hand paid, the receipt whereof is hereby acknowledged, ha S granted, bargained, sold and conveyed, and by these presents do es grant bargain, sell and convey unto
Richard J. Smith, a single man Klamath of the County of , State Klamath, the following described premises situated in Oregon to-wit: PARCEL I: Č. A tract of land in Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon: Section 32: SW1/4 NE 1/4, that portion of the SE1/4NW1/4 and N1/2 SE1/4 lying North and East of the Lost River. EXCEPTING THEREFROM an irrigation lateral across the NE1/4 SE1/4 of Section 32 conveyed to the United States of America by deed recorded February 8, 1926 in Volume 69, page 273, Deed Records of Klamath County, Oregon. Section 33: That portion of the SW1/4 lying North of Lost River, EXCEPTING THEREFROM the East 20 feet of the NE1/4SW1/4 and the North 20 feet of the East 20 feet of the SE1/4 SW1/4 of Section 33, Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon. PARCEL II: A tract of land in Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon: Section 32: That portion of the SE1/4 SE1/4 lying Northeast of Lost River PARCEL III: A tract of land in Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon: Section 33: The West 22 feet of that portion of the SW1/4 NE1/4 lying South of the East Langell Valley Road 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 Richard J. Smith his heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Thirty thousand (\$.30,000.00...) in accordance with the terms of that certain promissory note. of which the following is a substantial copy:

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are: (a)* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below), KKK ARKRIKRIKRIKRIKRIKRIK HERBER KURKRIK KEKER REKE KORINGERIK HERBER KEKER KEKER KEKER KEKER KEKER KEKER KEKE DENEX NINING MAY WHICH MIX MIX DENEX X Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said Richard J. Smith his and legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said Donald R. Manning and Lillian V. Manning heirs or assigns. In the event the property secured by this mortgage is sold, transferred, conveyed or assigned by the mortgagor herein, mortgagor hereby agrees to pay from the proceeds thereof the balance due and owing on this mortgage and the promissory note secured thereby. The mortgagor may pre-pay the sums due hereon, either principal or interest, without penalty any time after January 1, 1977. August *IMPORTANT NOTICE: Delete, plicable; if warranty (a) is applicable; if warranty (b) is applicable; if warranty (c) is applicable; if warranty (d) is applic MORTGAGE STATE OF OREGON County of Klamath BE IT REMEMBERED, That on this 3 ... day of August September, 19 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Donald R. Manning and Lillian V. Manning known to me to be the identical individual S., described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. Notary Public for Oregon.

My Commission expires 3-21-77

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