

TC 35738

THIS INDENTURE WITNESSETH That Jack H. Roberts and/or Karin W. Roberts, husband and wife of the County of Klamath, State of Oregon, for and in consideration of the sum of Four thousand one and 60/100 Dollars (\$ 4,001.60), 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 C. P. Peyton and/or Doris A. Peyton, husband and wife

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

Lots 86 and 87, MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. SUBJECT TO: (1) Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith. (2) Reservations and restrictions contained in the dedication of MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR. (3) Building restrictions as shown on the plat of MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR. (4) Twenty-foot building setback line as shown on the plat of MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR.

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 C. P. Peyton and Doris A. Peyton, husband and wife, their

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Four thousand one and 60/100 Dollars (\$ 4,001.60) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 4,001.60 Klamath Falls, Oregon August 15, 1977
One year after date, I (or if more than one maker) we jointly and severally promise to pay to the order of C. P. Peyton and/or Doris A. Peyton 1968 Earle St., Klamath Falls, Oregon at Four thousand one and 60/100 DOLLARS, August 15, 1977 until paid; interest to be paid with interest thereon at the rate of 10% per annum from maturity 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.
For lots 86 & 87 Old Orchard Manor Karin W. Roberts

FORM No. 216-PROMISSORY NOTE

TS STEVENS-NESS LAW PUB. CO., PORTLAND, ORE

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: August 15, 1978

