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THIS INDENTURE WITNESSETH: That William C. Nygren and Mary M. Nygren, husband and wife,

of the County of Klamath, State of Oregon, for and in consideration of the sum of ONE HUNDRED THIRTY-THREE THOUSAND, ONE HUNDRED DOLLARS (\$133,100.00), 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 Eldin Carter and Hazel Carter, husband and wife, and Charles Carter and Tina Carter, husband and wife,

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

PARCEL 1: The NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, Township 38 South, Range 10 EMM, EXCEPTING THEREFROM the following described property: Beginning at a point which is the SW corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$, running thence due East along the quarter section line between the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ NE $\frac{1}{4}$, 815 feet to a point, thence N 31° 47' 22" W, 1,547.08 feet, thence due South along the quarter section line between the NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$, 1315 feet to the point of beginning, all being in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, Township 38 South, Range 10 EMM. The SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, Township 38 South, Range 10 EMM, and that part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, Township 38 South, Range 10 EMM, lying South of the Oregon, California and Eastern Railway right of way. That portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 31, Township 38 South, Range 11 $\frac{1}{2}$ EMM, which lies Southerly of the South line of the Klamath Falls-Lakeview Highway as presently established. Government Lots 2 and 5, EXCEPT that portion of Lot 2 conveyed to California Oregon Power Company by deed recorded March 21, 1952, in Deed Volume 253 page 538, in Section 31, Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian. The SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, EXCEPTING THEREFROM that portion lying North of the Klamath Falls-Lakeview Highway.

PARCEL 2: Beginning at the Southwest corner of the Northeast one-quarter of the Northeast one-quarter of Section 36, Township 38 South, Range 10 EMM; thence East along the Southerly line of said Northeast one-quarter of the Northeast one-quarter a distance of 815.00 feet to a point; thence North 31° 47' 22" West 773.54 feet to a point; thence South 31° 47' 22" West 773.54 feet to the point of beginning.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of ONE HUNDRED THIRTY THREE THOUSAND, ONE HUNDRED DOLLARS (\$133,100.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

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 Eldin Carter and Hazel Carter, husband and wife, and Charles Carter and Tina Carter, husband and wife, their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of ONE HUNDRED THIRTY THREE THOUSAND, ONE HUNDRED DOLLARS (\$133,100.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$133,100.00 Klamath Falls, Oregon, April 7th, 1978
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Eldin Carter, & Hazel Carter, husband and wife, Charles Carter & Tina Carter, husband & wife at Klamath County Title Company

ONE HUNDRED THIRTY THREE THOUSAND, ONE HUNDRED DOLLARS DOLLARS, with interest thereon at the rate of 8 percent per annum from date of note until paid, payable in annual installments of not less than \$14,000.00 in any one payment; interest shall be paid annually and

the minimum payments above required; the first payment to be made on the 1st day of May 1979, and a like payment on the 1st day of May 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.

/s/ WILLIAM C. NYGREN

Entire balance to be paid in full on or before May 1, 1993.

/s/ MARY M. NYGREN

The date of maturity of the above described promissory note is May 1, 1993, and the principal payment becomes due, to-wit:

The mortgage 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),
 (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

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 ELDIN CARTER and HAZEL CARTER, husband and wife, and CHARLES CARTER and TINA CARTER, husband and wife, and their 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 WILLIAM C. NYGREN and MARY M. NYGREN, husband and wife, their heirs or assigns.

In the event that Mortgagors sell the property encumbered by this mortgage, they shall be obligated to pay the balance due hereunder in full.

Witness our hand S. this 7th day of April, 19 78.

IMPORTANT NOTICE: Debit, by filing on, whichever warranty (a) or (b) is not applicable, if warranty (a) is applicable and if the mortgage is a creditor, on such word is added in the Trust-Indenture Act and Regulation 2, the mortgage MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Hess Form No. 1365 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Hess Form No. 1366, or equivalent.

STATE OF OREGON,

County of Klamath
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named William C. Nygren and Mary M. Nygren, husband and wife,

known to me to be the identical individuals 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 this day and year last above written.

Notary Public for Oregon
My Commission expires 7-19-78

MORTGAGE

County of Klamath

I certify that the within instrument was received for record on the 10th day of April, 19 78, at 10:57 o'clock A.M., and recorded in book N78 on page 6832 or as file/roll number 6832.

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne Title

Dr. Bertha S. Helch Deputy.

Klamath County Little Co.

Fee \$6.00