

IC 52672

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THIS INDENTURE WITNESSETH: That **KENNETH M. RICHTER**, County Clerk of the County of **Klamath**, State of **Oregon**, for and in consideration of the sum of **Thirty Six Thousand Seven Hundred Seventy Two & 51/100 Dollars (\$36,772.51)**, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto **IVAN H. BOLD and CLARA E. BOLD, husband and wife,**

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

Easterly 75 feet of Lots 1, 2 and 3 in Block 4, Bonanza, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

My Commission expires **August 31, 1983**
Notary Public for Oregon

My official seal the day and hour just above attested.
IN TESTIMONY WHEREOF I have hereunto set my hand and affixed

acknowledged to me that he executed the same deed and voluntarily known to me to be the intended individual described in and who executed the within instrument and named **KENNETH M. RICHTER** before me, the undersigned a Notary Public in and for said County and State, personally appeared the within **BE IT REMEMBERED** that on the **20th** day of **July**, 19**82**, County of **Klamath**, State of **OREGON**

Notary Public for Oregon
My Commission expires **August 31, 1983**
Notary Public for Oregon

My official seal the day and hour just above attested.

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 **IVAN H. BOLD and CLARA E. BOLD, husband and wife,**

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of **Thirty Six Thousand Seven Hundred Seventy-Two and 51/100ths Dollars (\$36,772.51)** in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$36,772.51 Klamath Falls, OR, July 30, 19**85**
I (or if more than one maker) we, jointly and severally, promise to pay to the order of **IVAN H. BOLD and CLARA E. BOLD, husband and wife,**

at Klamath Falls, Oregon
Thirty Six Thousand Seven Hundred Seventy-Two and 51/100ths (\$36,772.51) DOLLARS,
with interest thereon at the rate of **12%** percent per annum from **July 30** until paid, payable in **monthly** installments of not less than **\$500.00** in any one payment; interest shall be paid **monthly** and **is included in** the minimum payments above required; the first payment to be made on the **30th** day of **August**, 19**85**, and a like payment on the **30th** day of **month** 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 herein; 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.

* Strike words not applicable.

/s/ **KENNETH M. RICHTER**
Kenneth M. Richter

