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THIS INDENTURE WITNESSETH That Klamath Radiology Ass. P.C. Pension & Profit Sharing Trust for Dr. Gerald E. Johnson of the County of Klamath State of Oregon for and in consideration of the sum of Fifty Thousand and no/100 Dollars (\$ 50,000.00, 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 Gerald E. Johnson, M.D. and Jean Ann Johnson, Husband and Wife, as Mortgagees

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

The South 225 Feet of the N½ of Government Lot 5 in the NW¼ of Section 12, Township 38 South, Range 8 East of the Willamette Meridian, SAVING AND EXCEPTING the South 200 Feet of the North one-half of Government Lot 5 in the NW¼ of Section 12, Township 38 South, Range 8 East of the Willamette Meridian, and Buildings Thereon. Subject to: Agreement, including the terms and provisions thereof, to the California Oregon Power Company and recorded November 10, 1944, in Deed Vol. 170, page 437, Records of Klamath County, Oregon, in regards to the raising and lowering of Upper Klamath Lake, between 4143.3 feet and 4137 feet above sea level Reservations, restrictions, easements and rights of way record and those apparent on the land, if any; and to taxes for fiscal year commencing July 1, 1978 which are now a lien not yet payable.

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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 Mortgagees, Gerald E. Johnson, M.D. and Jean Ann Johnson, Husband and Wife.

or their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Fifty Thousand and no/100 Dollars (\$ 50,000.00 ) in accordance with the terms of one certain promissory note of which the following is a substantial copy

\$ 50,000.00 Klamath Falls, Oregon, January 15, 1984

I (or if more than one maker) we, jointly and severally, promise to pay to the order of Klamath Radiology Associates, P.C., Employees Pension & Profit Sharing Trust for Gerald E. Johnson at Klamath Falls, Oregon

-----Fifty thousand & no/100----- DOLLARS.

with interest thereon at the rate of 12 percent per annum from January 15, 1984 until paid, payable in monthly installments of not less than \$ 1,112.22 in any one payment, interest shall be paid monthly and

the minimum payments above required, the first payment to be made on the 1st day of February 1984 and a like payment on the 1st day of each 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 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.

\* Strike words not applicable. Gerald E. Johnson Jean Ann Johnson

Gerald E. Johnson

Jean Ann Johnson