

THIS INDENTURE WITNESSETH: That JULIUS JEFF STONE, Individually and as Conservator for CHARLOTTE ANN STONE, of the County of Klamath, State of Oregon, for and in consideration of the sum of Twenty-eight Thousand Six Hundred and Two Dollars (\$28,602.00), to in hand paid, the receipt whereof is hereby acknowledged, ha. S. granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto DELVINA E. MATTOS,

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

The SW 1/4 of the SW 1/4 of Section 33, Township 39 South, Range 5 East of the Willamette Meridian, Klamath County, Oregon.

SUBJECT TO: Reservations, restrictions and/or rights-of-way of record and those apparent on the land, and

Rights of the public in any portion of the herein described premises lying within the limits of any road or highway.

CHARTERED VAN CROKE
MAY 11 1991
DE 11 1991

CORNER OF

STATE OF OREGON

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 DELVINA E. MATTOS AND HER

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Twenty-eight Thousand Six Hundred and Two ---00/100 Dollars (\$28,602.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$28,602.00

Ashland, Oregon

November 14, 1991

The undersigned, jointly and severally, promise to pay to the order of DELVINA E. MATTOS at 25000 Highway 66, Ashland, Oregon, the sum of \$28,602.00, with interest thereon at the rate of 10% per annum from November 14, 1991 until paid. Said sum shall be payable upon demand. In case suit or action is instituted to collect this Note, the prevailing party shall be entitled to an award of reasonable attorneys' fees incurred at trial and on appeal.

All persons liable, either now or hereafter, for the payment of this Note severally waive presentment, demand for payment, and notice of non-payment thereof. Failure to exercise any option to declare a default or accelerate the balance due hereon shall not constitute a waiver of the right to exercise same in the event of any subsequent default. Modification of the terms of payment of this Note made at the request of any person liable thereof shall not impair such person's liability or the liability of any other person now or hereafter liable for the payment hereof. This Note was prepared on behalf of the above payee.

/s/Julius J. Stone, Individually
/s/Julius J. Stone, Conservator
for Charlotte Ann Stone

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: 19

53822

82 NOV 14 PM 2 38