

42073



REAL PROPERTY MORTGAGE — OREGON
UNITED STATES NATIONAL BANK OF OREGON

VOL 1170 PAGE 5122

Mortgagor: Mark L. Kessinger and Margie Kessinger Date 5-26-70
(Buyer)

Mortgagee: J & K Builders Amount: \$ 4798.00
(Seller, Contractor, Lender)

As security for a note from the above named Mortgagor to the above named Mortgagee executed contemporaneously herewith in the amount set forth above, the Mortgagor hereby mortgages to the Mortgagee the following described real property in Clatsop County, Oregon:

Beginning at a point which lies North 1°12' West a distance of 331.4 feet along the section line and North 88°57' East a distance of 882.0 feet from the iron axle which marks the one quarter section corner common to Sections 10 and 11, Township 39 South, Range 9 East of the Willamette Meridian and running thence, continuing North 88°57' East a distance of 67.5 feet; thence North 1°12' West parallel to the section line a distance of 331.4 feet, more or less, to an iron pin on the North line of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11; thence South 88°58' West along said North line of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 11, a distance of 67.5 feet to an iron pin; thence South 1°12' East a distance of 331.4 feet, more or less, to the point of beginning, EXCEPTING THEREFROM that portion lying within Winter Street.

If said note, or any extension or renewal thereof, is paid as agreed, this Mortgage shall be void. In case of default in the payments thereon, this Mortgage may be foreclosed as provided by law.

During the term of this Mortgage, Mortgagor agrees to the following:

1. All taxes, assessments, liens and encumbrances of all kinds in connection with this property shall be paid promptly when due and if not so paid, Mortgagee shall have option of paying same, adding the cost to the debt secured by this Mortgage, the added amount drawing interest at the same rate as the note.
2. Mortgagor agrees to cover said property and improvements with insurance as required by Mortgagee. If not so covered, Mortgagee shall have the option of purchasing such coverage, adding the cost to debt secured by this Mortgage, the added amount drawing interest at the same rate as the note.
3. Mortgagor will keep all improvements on the property in good order and repair and will not commit or suffer any waste of the premises, nor remove from the premises any of the improvements.
4. Mortgagor hereby assigns to Mortgagee all leases, rentals, and the income from these during the term of the Mortgage.
5. During the term of this Mortgage any additions or improvements shall be covered by this Mortgage.
6. In the event any suit or action is instituted to foreclose this Mortgage, or in the event of any appeal therefrom, the Mortgagor agrees to pay all costs and disbursements allowed by law, and such sum as the court may adjudge reasonable as attorneys' fees. All such sums shall be secured by this Mortgage and included in the decree of foreclosure, and will draw interest at the same rate as the note.

Mark L. Kessinger Mortgagor
Margie Kessinger Mortgagor
W. Johnson Witness

STATE OF OREGON

County of Multnomah

On this 16 day of June, 19 70, before me personally appeared W. Johnson, witness, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as a witness thereto. He, being duly sworn by me, stated that he (she) resides in Multnomah County, Oregon; that he was present and saw Mark L. Kessinger and Margie Kessinger, personally known to him to be the signers of the foregoing instrument as parties thereto, sign and deliver the same and he heard them acknowledge that they executed the same, and that he, the witness, thereupon signed his name as a witness thereto at the request of Mark L. Kessinger and Margie Kessinger.

Beverly Jean Rogers
Notary Public for Oregon
My Commission Expires 10-6-72

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Mortgagor: Carl H.
(Buyer)
Mortgagee: J & K B.
(Seller, Contractor, Lender)
As security for a note from
forth above, the Mortgagor hereby

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During the term of this Mortgage,
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