

42074



REAL PROPERTY MORTGAGE — OREGON
UNITED STATES NATIONAL BANK OF OREGON

VOI 7170 PAGE 5124

Mortgagor: Carl H Mitchell and Geraldine Mitchell Date 5-22-70
(Buyer)
Mortgagee: US Bank Amount: \$ 5877.20
(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 Klamath County, Oregon:

Lot 93 Casitas, Klamath County, Oregon

JUN 23 2 36 PM 1970

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.

Carl Mitchell Mortgagor

Geraldine Mitchell Mortgagor

William John Witness

STATE OF OREGON

County of Multnomah

On this 16 day of June, 1970, before me personally appeared William 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 resides in Multnomah County, Oregon; that he was present and saw Carl Mitchell and Geraldine Mitchell, 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 said Carl Mitchell and Geraldine Mitchell.

Beverly Jean Rogers
Notary Public for Oregon
My Commission Expires 12-6-72

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LOT 1, BLOCK 37

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STATE OF CALIFORNIA
COUNTY OF

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For value received, the foregoing is hereby assigned to

STATE OF OREGON

County of Multnomah

Before me appeared the within named and acknowledged the foregoing instrument to be his voluntary act and deed.

Carl Roy White
Notary Public for Oregon
10-6-72

For value received, the foregoing Mortgage is hereby assigned to the United States National Bank of Oregon.

STATE OF OREGON

County of Multnomah

Before me appeared the within named and acknowledge the foregoing instrument to be his voluntary act and deed.

Carl Roy White
Notary Public for Oregon
My Commission Expires 10-6-72

Mortgage	
Carl H. Mitchell and Geraldine Mitchell to J & K Builders	
ASSIGNED TO UNITED STATES NATIONAL BANK OF OREGON	
STATE OF OREGON, County of <u>Klamath</u>	
I certify that the within instrument was received for record on the <u>23rd</u> day of <u>June</u> <u>1970</u> at <u>2:39</u> o'clock <u>P.M.</u> and recorded in Book <u>1470</u> on Page <u>5124</u> Record of Mortgages of said County.	
Witness my hand and seal of County aforesaid. <u>WM. J. MITCHELL</u> County Clerk (Recorder)	
By <u>James J. White</u> Fee <u>3.00</u> Deputy	
AFTER RECORDING RETURN TO: UNITED STATES NATIONAL BANK OF OREGON	
Main	BRANCH
P. O. Box 4412	ADDRESS
Portland	OREGON
for the attention of:	
Consumer Credit	Department
Jules Valente	

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