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Vol. 73 Page 4703

REAL PROPERTY MORTGAGE — OREGON
UNITED STATES NATIONAL BANK OF OREGON



Mortgagor: ERNEST E. WISEMAN / GRACE L. WISEMAN Date October 18, 1972
(Buyer)

Mortgagee: U. S. NATIONAL BANK OF OREGON, TOWN & COUNTRY BRANCH Amount: \$ 9,438.24
(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:

A parcel of 1.2nd situated in the $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 34 T38S R11 $\frac{1}{2}$ W1, Klamath County, Oregon being more particularly described as follows:

Beginning at a point on the West line of said Section 34 from which the SW corner of said Section 34 bears South, 1080 feet; thence East, 600 feet; thence North, 450 feet; thence West, 600.00 feet to a point on the West line of said Section 34; thence South along said West line, 450.00 feet to the Point of beginning containing 6.20 acres more or less.

This mortgage is to take the place of Mortgage filed October 1972. A mutual mistake on the property description was made on the mortgage filed October 1972, and this mortgage corrects that error.

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.

Ernest E. Wiseman Mortgagor

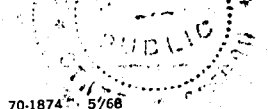
Grace L. Wiseman Mortgagor

Clarence W. Adams Witness

STATE OF OREGON

County of Klamath } ss

On this 13 day of April, 19 73, before me personally appeared CLARENCE W. ADAMS, 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 Klamath County, Oregon; that he was present and saw ERNEST E. WISEMAN and GRACE L. WISEMAN, 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 ERNEST E. WISEMAN and GRACE L. WISEMAN.



Notary Public for Oregon

My Commission Expires 4-5-74

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of U. S. National Bank of Ore.

this 19th day of April A. D., 19 73 at 2:45 o'clock P M., and duly recorded in Vol. M73, of Mortgages on Page 4703.

Fee \$2.00

WM. D. MILNE, County Clerk
By Lucia Quintala