

75523


 REAL PROPERTY MORTGAGE — OREGON  
 UNITED STATES NATIONAL BANK OF OREGON
Vol. <sup>m</sup> 73 Page 4704Mortgagor:  
(Buyer)

JOHN A. &amp; OLEAVIA PHILLIPS

Date 4-13-73

Mortgagee:  
(Seller, Contractor, Lender)

UNITED STATES NATIONAL BANK OF ORE

Amount: \$ 5,257.56

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:

NORTH 40 FEET OF WEST 60 FEET OF LOT 5, BLOCK 2 FAIRVIEW  
 ADDITION, NO 2 AND LOT 6 BLOCK 2 FAIRVIEW ADDITION NO 2  
 KLAMATH FALLS, ORE.

APR 14 2 14 PM 1973

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.

John A. Phillips Mortgagor  
Oleavia Phillips 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 (she) resides in Klamath County, Oregon; that he was present and saw John A. Phillips and Oleavia Phillips, 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 John A. Phillips and Oleavia E. Phillips.

[Signature]  
 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 Oregon

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 4704

Fee \$2.00

WM. D. MILNE, County Clerk  
 By Lucia Unitala