

86623

REAL PROPERTY MORTGAGE — OREGON
UNITED STATES NATIONAL BANK OF OREGONVol. 74 Page 3141

Mortgagor: Edward J. Gardner & Monnette Date March 4, 1974
(Buyer)
Mortgagee: United States National Bank Amount: \$ 5000.00
(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 Klamath County, Oregon:

Doten Portion of NW quarter of NW quarter
Sec. 6 Township 39 Range 8

MAR 6 12 41 PM 1974
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.

Edward J. Gardner Mortgagor
Monnette Gardner Mortgagor
William H. Harker Witness

STATE OF OREGON

County of Klamath ss

On this 4th day of March, 1974, before me personally appeared the Above, 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 Edward Gardner and Monnette Gardner, 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 Edward Gardner and Monnette Gardner.

Notary Public for Oregon

My Commission Expires 10-23-75

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of U. S. NATIONAL BANK OF OREGON Main Br.
this 6th day of MARCH A. D. 19 74 at 12:41 o'clock P.M., and duly recorded in
Vol. M. 74 of MORTGAGES on Page 3141

FEE \$ 2.00

WM. D. MILNE, County Clerk
By Hazel Drayton Deputy