

86748


 REAL PROPERTY MORTGAGE — OREGON  
 UNITED STATES NATIONAL BANK OF OREGON

 Vol. MV 74 Page 3320

 Mortgagor: Edward J. Gardner and Monnette Gardner Date 3-4-74  
 (Buyer) United States National Bank of Oregon Amount: \$ 5000.00  
 Mortgagee: (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:

Beginning at a point South 33° West 60 Feet distant from the southeast corner of Brighton Avenue and Park Street in the Town of Doten, Klamath County, Oregon; thence South 33° West 180 feet; thence South 57° East 120 feet; thence North 33° East 180 feet; thence North 57° West 120 feet to the place of beginning, being a tract of land 180 feet by 120 feet in the Northwest quarter of the Northwest quarter of Section 6, Township 40 South, Range 8 East, Willamette Meridian.

re-recorded to correct description

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

Catherine J. Thomas Witness

STATE OF OREGON

 County of Klamath } ss

On this 3 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 and wife.

Notary Public for Oregon

 My Commission Expires 10-23-75

70-1874 5/68

STATE OF OREGON; COUNTY OF KLAMATH; ss.

 Filed for record at request of U. S. NATIONAL BANK OF OREGON

this 12th day of MARCH A. D. 1974 at 2:26 o'clock P. M., and duly recorded in Vol. M 74 of MORTGAGES on Page 3320

FEE \$ 2.00

WM. D. MILNE, County Clerk

 By Raymond D. Drazil Deputy