

WITNESSETH: That KEITH CORK

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hereinafter called the mortgagors, whether singular or plural, in consideration of the sum of FIVE THOUSAND FOUR HUNDRED AND NO/100----- DOLLARS, to them paid, by EDGAR N. ROBERTS and DOLORES ROBERTS, husband and wife

hereinafter called mortgagees, whether singular or plural, do grant, bargain, sell and convey unto said mortgagees, the following described real property, situated in Lane County, State of Oregon, to-wit:

A tract of land situated in the NW 1/4 of Section 17, Township 24 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at the NW corner of Section 17, Township 24 South, Range 9 East of W. M.; thence East 1320 feet along the North line of the NW 1/4 of Section 17, thence South 875 feet to the true point of beginning; thence South 28° 26' West 811 feet; thence South 28° 49' West 373 feet; thence South 44° 18' West 640 feet; thence South 39° 31' West 316 feet to the Southerly line of said NW 1/4; thence East at said Southerly line to the center thread of the Little Deschutes River; thence following the said center thread in a Northerly direction to its intersection with the Northerly line of Kokanee Lane in the Plat of Roberts River Acres, if said lane was extended Northwesterly; also intersecting the South line of an instrument recorded in Book M67, Page 6469; thence Westerly at the South line of said instrument to the point of beginning.

ALSO an easement for ingress and egress over Kokanee Lane.

TO HAVE AND TO HOLD the said premises, with appurtenances, unto the said mortgagees, their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of \$ 5,400.00 together with interest at the rate of 8 per cent per annum in accordance with the terms of a certain promissory note, the terms of which are incorporated herein by reference, dated the 15th day of January, 1974, payable per Note.

TO SAID MORTGAGEES OR ORDER

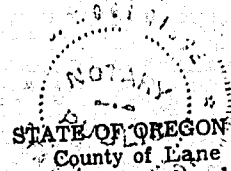
The mortgagors covenant and agree with, the mortgagees as follows: That they are the owners in fee simple of the above described premises and that they are free from all encumbrances.

That they will pay the indebtedness hereby secured promptly, according to the terms of said promissory note. That they will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable, upon said premises before the same become delinquent. That they will keep the buildings on said premises insured against loss or damage by fire, by some insurance company acceptable to the mortgagees with loss, if any, payable to the mortgagees, until the appear, in the sum of at least \$, and deliver such policy or policies of insurance to the mortgagees, until the sums secured by this mortgage are fully paid with interest. That they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

If the mortgagor shall fail to pay any such tax lien or assessment, or fail to maintain such fire insurance the mortgagees may pay the same or procure said insurance, and pay the cost thereof, and all payments by the mortgagees for any such purpose shall be added to the indebtedness hereby secured, and shall be repayable on demand, with interest until repaid. For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagors hereby sell and assign to the mortgagees any and all rentals accruing or to accrue on said premises, during the life of this mortgage.

Now, if the said mortgagors shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in any of the covenants or agreements herein contained, then the Mortgagees or their assigns, may declare the entire indebtedness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and out of the moneys arising from such sale retain the principal and interest together with any sums advanced as provided herein, with interest as aforesaid, together with costs and charges of such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the overplus, if any there be, pay over to the mortgagors, their heirs and assigns.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seals this 15th day of January, 1974.



Be it remembered that on this 15th day of January, 1974, personally came before me, a Notary Public in and for said county, the within named

Keith Cork

known to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and seal this day and year last above written.

My Commission expires

MY COMMISSION EXPIRES JULY 22, 1977

Notary Public for Oregon.

CASCADE TITLE COMPANY

4124

Compliments of
CASCADE TITLE COMPANY
687-2233

Real Estate Mortgage

STATE OF OREGON, } ss.
County of Klamath }

Filed for record at request of:

KLAMATH COUNTY TITLE CO
on this 11th day of APRIL A. D. 1974
at 12:47 o'clock P. M. and duly
recorded in Vol. M 71 of MORTGAGES
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WM. D. MILNE, County Clerk

By *Harold Deagan* Deputy.
Fee \$ 4.00

Return To:

*Cascade Title Company
1075 Oak Street
Eugene, OR 97401*

CASCADE TITLE COMPANY