

9497



REAL PROPERTY MORTGAGE — OREGON  
UNITED STATES NATIONAL BANK OF OREGON  
ALUMINUM BUILDERS SERVICE, INC.  
1996 S.E. Ladd Ave., Portland, 97214

1169

Mortgagor: PATRICK J & NADENE L Foster Date: 12/3/1970  
(Buyer)  
Mortgagee: ALUMINUM BUILDERS SERVICE Amount: \$ 2348.28  
(Seller, Contractor, Lender) (Gross)  
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 Clatsop County, Oregon:

Lot, 128 - Block, 107- Addition, Hills

CLATSOP

976 JUN 23 AM 9 42

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.

Patrick J. Foster Mortgagor  
Nadene L Foster Mortgagor  
John R. Foster Mortgagor

STATE OF OREGON

County of MULT

On this 21 day of January, 1976, before me personally appeared Leo M. Rasmussen, 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 MULT County, Oregon; that he was present and saw PATRICK J. FOSTER and NADENE L. FOSTER 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 PATRICK J. FOSTER and NADENE L. FOSTER.

Shirley Hall  
Notary Public for Oregon  
My Commission Expires \_\_\_\_\_

70-1874 9/74

# Mortgage

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ASSIGNED TO  
UNITED STATES NATIONAL BANK OF OREGON

STATE OF OREGON,  
County of Klamath

I certify that the within instrument was received for  
record on the 23rd day of January A. M. and recorded  
1976 at 5:43 o'clock 1109 Record  
in Book M 76 on page \_\_\_\_\_ of Mortgages of said County

Witness my hand and seal of County affixed.

A. D. : 188 2007 2126  
County Clerk (Recorder)

### Deputy

6.9.9

UNITED STATES NATIONAL BANK  
OF OREGON

2000

[illegible]

For the attention of:

Mr. J. B. Smith, Oregon

Department

For value received, the foregoing Mortgage is hereby assigned to the United States National Bank of Oregon

STATE OF OREGON

40 *Kyriacos*

Before me appeared the within named and acknowledge the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

Notary Public for Oregon

My Commission Expires: