

17876



REAL PROPERTY MORTGAGE — OREGON  
UNITED STATES NATIONAL BANK OF OREGON

Vol. 76 Page 12922

Mortgagor: Aldo A. Merriam Balducci Date 8-4-76  
(Buyer)  
United States National Bank of Oregon La Pine Br. Amount: \$ 9986.40 (Gross)  
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:

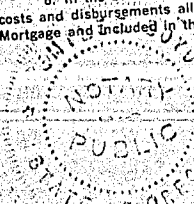
A rectangular portion of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 17, Township 24 South, Range 7 East Willamette Meridian, Klamath County Oregon more particularly described as follows:

Commencing at a point where the North-South center line of said Section 17 intersects the Northeasterly line of the highway right of way of Oregon State Highway 58; thence along said Northeasterly line of said right of way in a generally Northwesterly direction a distance of 650 feet to a point which is the true point of beginning, said point being the true point of beginning for that certain parcel of land described in deed Vol. 66 page 8482, records of Klamath Co. Ore.; thence continuing along said highway right of way line 650 feet to the most southerly corner of the parcel described in instrument recorded Nov. 1948 in Vol. 226 page 247 Klamath Co. Ore. Deed records; thence at right angles Northeasterly and along the Southeasterly line of said Vol. 226, pg. 247 Klamath Co. Ore. Deed records parcel 250 feet; thence at right angles Southeasterly and parallel to said hereinbefore right of way line 650 feet to the most Northerly corner of said Vol. 66, pg. 8482 parcel; thence at right angles Southwesterly and along the northwesterly line of said Vol. 66, page 8482 parcel, 250 feet to the true point of beginning.

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.



STATE OF OREGON  
County of Deschutes ss

Aldo A. Balducci Mortgagor  
Merriam Balducci Mortgagor  
Michael Peil Witness

On this 4th day of August, 1976, before me personally appeared Michael Peil, 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 Deschutes County, Oregon; that he was present and saw Aldo A. Balducci and Merriam Balducci, 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 Aldo A. Balducci and Merriam Balducci.

Emilee Boyd  
Notary Public for Oregon  
My Commission Expires June 6, 1979

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 19th day of AUGUST A.D., 1976 at 3:18 o'clock P.M., and duly recorded in Vol. 76 of MORTGAGES on Page 12922.

FEE \$ 3.00

WM. D. MILNE, County Clerk

By Glenn Drazil Deputy