

17941



76 JUL 29 PM 12 53 Vol. 76 Page 12984
 REAL PROPERTY MORTGAGE — OREGON
 UNITED STATES NATIONAL BANK OF OREGON

Mortgagor: John W. and Earla M. Patton, husband and wife Date: August 11, 1976
 (Buyer)
 Mortgagee: United States National Bank of Oregon Amount: \$ 7,500.00
 (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:

A tract of land in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, Township 38 South, Range 9 EWM described as follows:

Beginning at an iron pin which lies S. 89°42' E. a distance of 372.25 feet and N. 52°19' E. a distance of 293.9 feet and N. 0°49' E. a distance of 25.5 feet from the iron axle which marks the quarter section corner common to Sections 7 and 18, Twp. 38 S., R. 9 E.W.M. which point of beginning is also the southeast corner of that certain parcel conveyed to Lillie Harris by deed dated July 18, 1931, recorded August 12, 1931 in Book 83 at page 401, Deed Records of Klamath County, Oregon, and running thence: Continuing N. 0°49' E. along the easterly side of said parcel conveyed to Lillie Harris, a distance of 749.7 feet to an iron pin; thence N. 59°55' E. a distance of 531.75 feet to a point; thence S. 0°27'55" W. 657.5 feet to a point on the Northerly right of way line of a public road; thence S. 52°21'40" W., along said right of way line, a distance of 588.4 feet to the 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.

John W. Patton Mortgagor
Earla M. Patton Mortgagor
L. A. Danie's Witness

STATE OF OREGON
 County of KLAMATH } ss

On this 11th day of Aug, 19 76, before me personally appeared L. A. Danie's, 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 (who) resides in KLAMATH County, Oregon; that he was present and saw John W. Patton and Earla M. Patton, 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 John W. Patton and Earla M. Patton.

[Signature]
 Notary Public for Oregon
 My Commission Expires 10-24-79

70-1874 5/68

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20 day of AUGUST, A.D., 19 76 at 12:53 o'clock P.M., and duly recorded in Vol. M 76, of MORTGAGES on Page 12984.

\$ 3.00
 FEE

WM. D. MILNE, County Clerk

By Hazel D. Maguire Deputy