

19801


 REAL PROPERTY MORTGAGE — OREGON
 UNITED STATES NATIONAL BANK OF OREGON
Vol. M 76 Page

15559

 Mortgagor: William C. Johnson Leta M. Johnson Date Sept. 27, 1976
 (Buyer)

 Mortgagee: United States National Bank of Oregon Town & Country Branch Amount: \$ 3,224.40
 (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 _____ County, Oregon:

THE FOLLOWING DESCRIBED REAL PROPERTY IN KLAMATH COUNTY, OREGON:

 The SE 1/4 of Section 14 Township 39 South Range 9 East of the Willamette Meridian lying Easterly of Homedale Road, EXCEPTING THEREFROM, the following described tract of land.

 Beginning at a point on the East line of Homedale Road, which point is South 650.65 feet & North 89°42' East 30 feet from the Northwest corner of the NE 1/4 of said Section 14; Thence North 89°42' East a distance of 187.8 feet; thence South a distance of 388.38 feet; thence South 89°37' West a distance of 187.8 feet to the East line of Homedale Road; thence South 60.0 feet; thence North 89°37' East a distance of 431.3 feet; thence South 202.0 feet; thence South 89°37' West along a fence a distance of 431.3 feet to the East line of Homedale Road, said point being South 1301.3 feet and North 89°42' East 30 feet from the Northwest corner of the NE 1/4 of said Section 14; thence North along the East line of Homedale Road a distance of 650.65 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.

William C. Johnson Mortgagor
Leta M. Johnson Mortgagor
Catherine V. Connors Witness

 STATE OF OREGON
 County of Klamath } ss

 On this 30th day of Sept., 19 76, before me personally appeared Catherine V. Connors, 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 William C. Johnson and Leta M. Johnson, 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 William C. Johnson and Leta M. Johnson.

US Math 13A
So 13A 13A
City
Catherine V. Connors
 Notary Public for Oregon
 My Commission Expires 12/7/76

STATE OF OREGON, COUNTY OF KLAMATH; ss.

 I hereby certify that the within instrument was received and filed for record on the 4th day of OCTOBER, A.D., 19 76 at 2:36 o'clock P.M., and duly recorded in Vol. M 76 of MORTGAGES on Page 15559.

FEE \$ 3.00

 WM. D. MILNE, County Clerk
By Hazel Brazil