

24281

R.B. Vol. 11 Page 899

W.C.

REAL PROPERTY MORTGAGE — OREGON
UNITED STATES NATIONAL BANK OF OREGONMortgagor: David & Elaine Branham Date 12-29-76
(Buyer)
Mortgagee: TRE-WEST Const Co Amount: \$5836.80
(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, OREGONLot 683 Block 107 of Mills Addition
to City of Klamath FallsOREGON
W.C.
R.B.

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.

David Branham Mortgagor
Elaine Branham Mortgagor
Wm C. Olson Witness

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGONCounty of MalheurTHIS CERTIFIES that on this 5th day of JANUARY 1977, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared the within named DAVID BRANHAM and ELAINE BRANHAM who ARE known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that They executed the same freely and voluntarily for the purposes and uses therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

My commission expires 10-16-78

70-1887 6/68

James N. Ward
Notary Public in and for said County and StateJAN 18 AM 9 23
JAN 18 AM 9 23

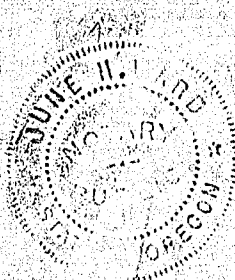
For value received, the foregoing mortgage is hereby assigned to the United States National Bank of Oregon.

STATE OF Oregon
County of Marion } ss

TRI West Construction Co. Inc.
W. Lafaille

Before me appeared the within-named and acknowledged the foregoing instrument to be his voluntary act and deed.

James H. Ward
Notary Public for Oregon
My Commission Expires: 10-16-78



Mortgage

ASSIGNED TO
UNITED STATES NATIONAL BANK OF OREGON

STATE OF ~~WASHINGTON~~ OREGON
County of CLATSOP

I certify that the within instrument was received for
record on the 18th day of January
19 77 at 9:23 o'clock A M. and recorded
in Book M 77 on Page 899 Record
of Mortgages of said County.

Witness my hand and seal of County affixed.
WM. D. MILNE
County Clerk (Recorder)

By Charles D. Wright Deputy
FEE \$ 6.00
AFTER RECORDING RETURN TO:
UNITED STATES NATIONAL BANK
OF OREGON

ONTARIO BRANCH
U. S. NATIONAL BANK OF OREGON
Box 150
Ontario, Oregon 97914
for the attention of: _____
Department