

26164


 REAL PROPERTY MORTGAGE — OREGON
 UNITED STATES NATIONAL BANK OF OREGON

 Mortgagor: James S. Say and Gloria A. Say
 (Buyer)
Date February 24, 1977
 Mortgagee: United States National Bank
 (Seller, Contractor, Lender)
Amount: \$ 10,928.40
 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 situated in Section 21, Township 35 South, Range 7 East, Willamette Meridian, more particularly described as follows:

Beginning at a one-half inch iron pin on the intersection of the Southerly line of Williamson River Drive and the Westerly line of State Highway No. 97 as shown on the officially recorded plat of "Williamson River Estate" subdivision, said point being South 18°49'22" East 1038.84 feet and South 09°27'45" East 60.00 feet from the North one-fourth corner of said Section 21, thence South 09°27'45" East along the Westerly line of State Highway No. 97, 103.13 feet to a 5/8 inch iron pin on the Northerly edge of an existing fence line; thence South 79°40'35" West along the Northerly edge of said fence line 243.51 feet to a 5/8 inch iron pin on the Easterly line of said Williamson River Drive; thence following the Easterly and Southerly line of said Williamson River Drive the following courses and distances: North 09°27'45" East 38.81 feet to a one-half inch iron pin; thence along the arc of a 70-foot radius curve to the right 110.57 feet to a one-half inch iron pin; thence North 81°02'30" East 172.88 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.

James S. Say Mortgagor

Gloria A. Say Mortgagor

[Signature] Witness

STATE OF OREGON

County of Klamath ss

On this 24 day of February, 1977, before me personally appeared K E SAGER, 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 James S. Say and Gloria A. Say, 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 James S. Say and Gloria A. Say.

Notary Public for Oregon

Notary Public for Oregon

 My Commission Expires 10-24-79

7D-1674 R/68

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 2nd day of MARCH, A.D., 1977 at 11:29 o'clock A.M., and duly recorded in Vol. M 77 of MORTGAGES on Page 3630.

FEE \$ 3.00

WM. D. MILNE, County Clerk

 By [Signature] Deputy