

36900



REAL PROPERTY MORTGAGE — OREGON  
UNITED STATES NATIONAL BANK OF OREGON

Vol. 17 Page 19051

Mortgagor: Charles Duval Linda S. Duval Date 9/27/77  
(Buyer)

Mortgagee: United States National Bank of Oregon Town & Country Branch Amount: \$ 10,505.80  
(Seller, Contractor, Lender) (Gross)

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:

Lot 41 Block 38 of Sixth Addition to Klamath River Acres Tract No. 1084

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 Klamath } ss

Charles T. Duval Mortgagor  
Linda S. Duval Mortgagor  
Catherine V. Connors Witness

On this 27th day of Sept., 19 77, 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 Charles T. Duval and Linda S. Duval, 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 Charles T. Duval and Linda S. Duval.

Rt to U.S. Nat Bank  
P.O. Box 789 K. Falls

Lorraine J. Angler  
Notary Public for Oregon  
My Commission Expires July 1, 1980

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 6th day of OCTOBER, A.D., 19 77 at 2:08 o'clock P.M., and duly recorded in Vol. M77, of MORTGAGES on Page 19051.

FEE \$ 3.00

WM. D. MILNE, County Clerk

By Bernetha D. Litch Deputy