



70825

MORTGAGE
(Short Form)

Vol. ^m79 Page 17018

Mortgagor(s): Timothy B. Harris
Nancy J. Harris Address: P. O. Box 473, Bly, OR 97622
Borrower(s): Timothy B. Harris
Nancy J. Harris Address: P. O. Box 473, Bly, OR 97622
Mortgagee: United States National Bank of Oregon, 518 North First Street, Lakeview Branch

1. Grant of Mortgage. By signing below, I'm mortgaging to you, UNITED STATES NATIONAL BANK OF OREGON, this property in Klamath County, Oregon:

PARCEL 1: Lot 1, Block 12, FIRST ADDITION TO BLY, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2: Beginning at a point which is North 89°52' West, 1608.35 feet and South 1°13' West 484.9 feet from the Northeast corner of Section 3, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County Oregon; thence North 86° 07' West 100 feet; thence North 1° 13' East 50 feet; thence South 86° 07' East 100 feet; thence South 1° 13' West 50 feet to the point of beginning, being a portion of Section 3, Township 37 South, Range 14 East of the Willamette Meridian.

PARCEL 3: Beginning on the West line of Edler Street as shown by the plat of FIRST ADDITION TO BLY, Klamath County, Oregon, at the southeast corner of the property deeded to J.W. McNeil by Deed recorded in Book 92 of Deed Records, page 459. Thence North 86° 87' West along the South line of said property 100 feet; thence North and parallel to Edler Street 100 feet; thence Easterly parallel with the South line of this property 100 feet to Edler Street; thence South along Edler Street 100 feet to the point of beginning, being situate in Lot 2, Section 3, Township 37 South, Range 14 East of the Willamette Meridian, SAVING AND EXCEPTING that portion Deeded November 1, 1940 in Deed Volume 133, page 81, Records of Klamath County, Oregon.

3.2 I'll pay taxes and any debts that might become a lien on the property, and will keep it free of mortgages and liens, other than yours and the Permitted Liens just described.

3.3 I'll also keep the property in good condition and repair and will prevent the removal of any of the improvements.

3.4 If any of these things agreed to in this Section 3 are not done, you may do them and add the cost to the loan. I'll pay the cost of your doing these things whenever you ask, with interest at the highest rate charged on any of the notes that are then secured by this mortgage. You may increase the amount of the payments on the secured debt to include the costs and interest. Even if you do these things, any failure to do them will be a default under Section 6, and you may still use other rights you have for the default.

4. Co-Owners or Transfers. If there are any co-owners of the property they are all signing this mortgage. I won't sell the property, rent it for more than one year, or give it away, without getting your written permission first. If you give me your permission, it won't affect your mortgage or my responsibility to pay the debt secured by this mortgage.

5. Protecting Your Interest. I'll do anything that may now or later be necessary to perfect and preserve your mortgage, and I'll pay all recording fees and other fees and costs involved.

6. Default. It will be a default:

6.1 If you don't receive any payment on the debt secured by this mortgage when it's due;

6.2 If I fail to keep any agreement I've made in this Mortgage, or there is a default under any security agreement, trust deed, or other security document that secures any part of the debt secured by this mortgage;

the following rights and may use any one, or any combination of them, at any time:

7.1 You may declare the entire secured debt immediately due and payable all at once without notice.

7.2 You may collect all or any part of the debt secured by this mortgage directly from any person obligated to pay it.

7.3 You may foreclose this mortgage under applicable law.

7.4 You may have any rents from the property collected and pay the amount received, over and above costs of collection and other lawful expenses, on the debt secured by this agreement.

7.5 You may use any other rights you have under the law, this mortgage, or other agreements.

8. Satisfaction of Mortgage. When the secured debt is completely paid off, I understand that you'll give me a satisfaction of this mortgage for me to record.

9. Change of Address. I'll give you my new address in writing whenever I move. You may give me any notices by regular mail at the last address I've given you.

10. Oregon Law Applies. This mortgage and the loan it secures will be governed by Oregon law.

I agree to all the terms of this mortgage.

Timothy B. Harris
Timothy B. Harris
Nancy J. Harris
Nancy J. Harris
Rita

INDIVIDUAL ACKNOWLEDGEMENT

UNITED STATES NATIONAL BANK OF OREGON

P.O. BOX 391
LAKEVIEW, OREGON 97630

STATE OF OREGON)
County of Lake) ss.

Personally appeared the above-named Timothy B. Harris and Nancy J. Harris
and acknowledged the foregoing mortgage to be their voluntary act.

Before me:

Shara Cox
Notary Public for Oregon
My commission expires: June 15, 1979
MY COMMISSION EXPIRES 3-22-81
MY BOND FILED IN LAKE COUNTY, OREGON

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 12th day of July A.D., 19 79 at 1:43 o'clock P M., and duly recorded in Vol 479, of Mortgages on Page 17018.

FEE \$6.00

WM. D. MILNE, County Clerk
By Bernetha D. Schuch Deputy

COMMUNAL ALLEGATIONS
SILVER SPRING, MD. A LIST IN THE OFFICE OF THE COMMUNITY CENTER
OFFICE OF THE CITY OF SILVER SPRING, MD. ALLEGED TO BE
A LIST OF ALL THE PEOPLE WHOSE NAMES ARE ON THE

17019

2. **Debt Secured.** This mortgage and assignment of rents secures the payment of the principal, interest, credit report fee, late charges, collection costs, attorneys' fees (including any on appeals), and other amounts owing under a note with an original amount financed of \$ 12,500.00, dated June 15, 19 74, signed by Timothy B. & Nancy J. Harris, and payable to you, on which the last payment is due June 16, 19 74.

3. Insurance, Liens, and Upkeep.

The policy amount will be enough to pay the entire amount owing on the debt secured by the mortgage or the insurable value of the property, whichever is less, despite any "co-insurance" or similar provision in the policy. The insurance policies will have your standard loss payable endorsement. No one but you has a mortgage or lien on the property, except the following "Permitted Lien(s)":

2014-1973. Mtg. to U.S.N.B. dated July

3.2 I'll pay taxes and any debts that might become a lien on the property, and will keep it free of mortgages and liens, other than yours and the Permitted Liens just described.

3.3 I'll also keep the property in good condition and repair and will prevent the removal of any of the improvements.

3.4 If any of these things agreed to in this Section 3 are not done, you may do them and add the cost to the loan. I'll pay the cost of your doing these things whenever you ask, with interest at the highest rate charged on any of the notes that are then secured by this mortgage. You may increase the amount of the payments on the secured debt to include the costs and interest. Even if you do these things, any failure to do them will be a default under Section 6, and you may still use other rights you have for the default.

4. **Co-Owners or Transfers.** If there are any co-owners of the property they are all signing this mortgage. I won't sell the property, rent it for more than one year, or give it away, without getting your written permission first. If you give me your permission, it won't affect your mortgage or my responsibility to pay the debt secured by this mortgage.

5. **Protecting Your Interest.** I'll do anything that may now or later be necessary to perfect and preserve your mortgage, and I'll pay all recording fees and other fees and costs involved.

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6.2 If I fail to keep any agreement I've made in this Mortgage, or there is a default under any security agreement, trust deed, or other security document that secures any part of the debt secured by this mortgage;

the debt secured by this mortgage;

6.3 If any co-borrower or I become insolvent or bankrupt;

6.4 If I've given you a false financial statement, or if I haven't told you the truth about my financial situation, about the security, or about my use of the money loaned;

6.5 If any creditor tries, by legal process, to take money from any bank account any co-borrower or I may have at any of your branches, or any other money or property I may there have coming from you; or

6.6 If any person tries or threatens to foreclose or declare a forfeiture on the property under any land sale contract; or to foreclose any Permitted Lien or other lien on the property.

7. **Your Rights After Default.** After a default you will have the following rights and may use any one, or any combination of them, at any time:

7.1 You may declare the entire secured debt immediately due and payable all at once without notice.

7.2 You may collect all or any part of the debt secured by this mortgage directly from any person obligated to pay it.

7.3 You may foreclose this mortgage under applicable law.

7.4 You may have any rents from the property collected and pay the amount received, over and above costs of collection and other lawful expenses, on the debt secured by this agreement

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Timothy B. Harris
Nancy J. Harris

UNITED STATES NATIONAL BANK OF OREGON

P.O. BOX 391
LAKEVIEW, OREGON 97630

STATE OF OREGON)
County of Lake) ss

Personally appeared the above-named Timothy D. Marcus and Family
and acknowledged the foregoing mortgage to be their voluntary act.

Before me:

Notary Public for Oregon MY COMMISSION EXPIRES 3-22-81
My commission expires: MY BOND FILED IN LANE COUNTY, OREGON

58-3681 10/77 (Use with Note 51-3666 on Reg. Z Loans)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 12th day of July A.D., 19 79 at 1:43 o'clock P.M., and duly recorded in Vol. 470 of Mortgages on Page 17018.

FEE \$6.00

WM. D. MILNE, County Clerk
By Berntha Heloich Deputy