## MORTGAGE PONT 43 PAGE 14

THIS INDENTURE of mortgage made this	21st day of	May 19.	65, by and between
Verne A. Newell and Betty A. Newell,	husband and wife		!

hereinafter called the mortgagor, (whether one or more) and UNITED STATES NATIONAL BANK OF OREGON, a national banking association, hereinafter called the mortgagee,

## WITNESSETH:

The Northwest Quarter of the Southeast Quarter  $(NW_4^{\frac{1}{4}} SE_4^{\frac{1}{4}})$  of Section 15, Township 3 North, Range 10 E. W. M.;

EXCEPT that portion thereof described as follows: Beginning at the northeast corner of the  $NW_{4}^{1}$  of the  $SE_{4}^{1}$  of the said Section 15; thence west 9 rods; thence south 40 rods; thence east 9 rods; thence north 40 rods to the point of beginning;

AND EXCEPT that portion thereof described as follows: Beginning at the southeast corner of the  $NW_4^{\frac{1}{4}}$  of the  $SE_4^{\frac{1}{4}}$  of the said Section 15; thence west 31 rods; thence north h0 rods; thence east 31 rods; thence south h0 rods to the point of beginning;

AND EXCEPT that portion thereof described as follows: Beginning at a point 40 rods south and 9 rods west of the northeast corner of the  $NW_4^1$  of the  $SE_4^1$  of the said Section 15; thence north 126 feet; thence west 206 feet; thence south 126 feet; thence east 206 feet to the point of beginning.



together with all and singular the privileges, tenements, hereditaments and appurtenances now or hereafter thereunto belonging, or in any wise appertaining, including, but not limited to, any and all party wall agreements, easements, rights of way, water rights and all other rights and privileges owned or enjoyed by the mortgagor with respect to said property or any part thereof, whether or not appurtenant thereto.

TO HAVE AND TO HOLD, said property unto said mortgagee, its successors and assigns, forever.

And said mortgagor does hereby covenant to and with said mortgagee, its successors and assigns, that said mortgagor is lawfully seized in fee simple of the property above described; that said property is free and clear of all liens and encumbrances of every nature and kind whatsoever, and that said mortgagor will forever warrant and defend the same unto the said mortgagee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

NOW, THEREFORE, if the said mortgagor or mortgagor's heirs, successors or assigns, shall pay to said mortgagee, its successors or assigns, said sum of Nine Thousand & No/100 ----- (\$ 9,000.00 ) dollars, with interest thereon, according to the tenor and effect of said note, and of any extensions or renewals thereof or of any