

**Mortgage**  
87416

TO

UNITED STATES NATIONAL BANK

OF OREGON Mortgagee

STATE OF OREGON

County of Washington 55

I certify that the within instrument was received

the record on the 19th

day of October 1977

at 1:05 o'clock P.M. and recorded

in Book 555 on page 1177 Record

of Mortgages of said County

Witness my hand and seal of County aforesaid

By B. Kalback County Clerk (for Clerk)

AFTER RECORDING'S RETURN TO

UNITED STATES NATIONAL BANK OF OREGON

BRANCH

ADDRESS

OREGON

Department

32-3681 10/77

**Unofficial Copy**

**MORTGAGE**  
(Short Form)

1. Grant of Mortgage. The property described in the foregoing is being mortgaged to the UNITED STATES NATIONAL BANK OF OREGON, the property in  
 2. Description of Property. Parcel A  
 3. Amount of Mortgage. 110,000.00  
 4. Date of Mortgage. 10/13/77  
 5. Date of Recording. 10/13/77  
 6. County of Recording. Washington  
 7. Book and Page of Recording. 555-1177  
 8. Name of Mortgagor. John A. ...  
 9. Name of Mortgagee. United States National Bank of Oregon  
 10. Name of County Clerk. B. Kalback  
 11. Name of Recorder. ...  
 12. Name of Assessor. ...  
 13. Name of Treasurer. ...  
 14. Name of Sheriff. ...  
 15. Name of Clerk. ...  
 16. Name of Auditor. ...  
 17. Name of Surveyor. ...  
 18. Name of Engineer. ...  
 19. Name of Surveyor. ...  
 20. Name of Engineer. ...

**PARCEL A**

That portion of the Southeast Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 10 East Willamette Meridian, described as follows: Beginning at the Southeast corner of the said Section 20; thence West along the South line of the said Section 490.9 feet; thence North parallel to the East line of the said section to intersection with the Southerly right of way line of the County Road known and designated as the Cook-Underwood Road; thence North 81°39' East following the Southerly right of way line of said Road 500 feet, more or less, to intersection with the East line of the said Section 20; thence South along the East line of said Section 1,075 feet, more or less, to the point of beginning;

EXCEPT the West 125 feet thereof.

**PARCEL B**

The West 125 feet of that portion of the Southeast Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 10 East Willamette Meridian, described as follows: Beginning at the Southeast corner of the said Section 20; thence West along the South line of the said Section 490.9 feet; thence North parallel to the East line of the said Section 955 feet, more or less, to intersection with the Southerly right of way line of the County Road known and designated as the Cook-Underwood Road; thence North 81°39' East following the Southerly right of way line of said Road 500 feet, more or less, to intersection

and an buildings and other improvements and fixtures, now or later located on the property, shall be taken as security for the debt secured hereunder. I agree that I will be bound by the terms of this mortgage and any future debts from the property.

**2. Debt Secured**

This mortgage and assignment of rents, collection, suits, attorneys fees, including any or all reasonable costs of collection, shall be paid with an original amount of \$5,000.00. The debt secured by this mortgage shall be payable to and on behalf of the lender.

**3. Insurance, Liens, and Taxes**

I'll keep the property insured with a policy amountable to you with fire and theft, and water damage. The policy amount will be enough to cover the amount owing on the debt secured by this mortgage. I'll make sure of the property. I'll have the property insured with a similar policy to the policy I have on my other property. I'll have the property insured with a similar policy to the policy I have on my other property. I'll have the property insured with a similar policy to the policy I have on my other property.

I'll pay taxes and other debts that might become a lien on the property, and all other taxes or mortgages and liens other than yours and mine. I'll pay the taxes and other debts that might become a lien on the property, and all other taxes or mortgages and liens other than yours and mine.

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 you 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 protect and preserve your mortgage, and I'll pay all recording fees and other fees and costs involved.

**6. Default.** It will be a default if you don't receive any payment on the debt secured by this mortgage when it's due.

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.

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

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

You may foreclose this mortgage under applicable law.

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.

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.

*John T. Day*  
*Frances M. Day*



**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF WASHINGTON  
County of KLICKITAT  
Personally appeared and acknowledged before me on 10-16-28  
JOHN T. DAY

Mortgage

TO

UNITED STATES NATIONAL BANK

Mortgage

19 22

within instrument was received

clock M and recorded

on page 227-7 Record

said County

and seal of County filed

RECORDING RETURN TO

UNITED STATES NATIONAL BANK OF OREGON

ADDRESS OREGON

Department

FILED	19 22
RECORDED	227-7
INDEXED	
SERIALIZED	
APR 11 1922	
REG. CLERK	

47416

PAGE 1

MORTGAGE (Short Form)

Mortgagor: John T. L... Address: 124 13x133  
 Beneficiary: John T. L... Address: 124 13x133  
 Mortgagee: United States National Bank of Oregon Branch: ...

1. Grant of Mortgage. By signing below, or mortgaging to you, UNITED STATES NATIONAL BANK OF OREGON, this property in Washington County, Oregon.

PARCEL A

That portion of the Southeast Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 10 East Willamette Meridian, described as follows: Beginning at the Southeast corner of the said Section 20; thence West along the South line of the said Section 490.9 feet; thence North parallel to the East line of the said section to intersection with the Southerly right of way line of the County Road known and designated as the Cook-Underwood Road; thence North 81°39' East following the Southerly right of way line of said Road 500 feet, more or less, to Intersection with the East line of the said Section 20; thence South along the East line of said Section 1,075 feet, more or less, to the point of beginning;

EXCEPT the West 125 feet thereof.

PARCEL B

The West 125 feet of that portion of the Southeast Quarter of the Southeast Quarter of Section 20, Township 3 North, Range 10 East Willamette Meridian, described as follows: Beginning at the Southeast corner of the said Section 20; thence West along the South line of the said Section 490.9 feet; thence North parallel to the East line of the said Section 955 feet, more or less, to Intersection with the Southerly right of way line of the County Road known and designated as the Cook-Underwood Road; thence North 81°39' East following the Southerly right of way line of said Road 500 feet, more or less, to Intersection with the East line of the said Section 20 thence South along the East line of said Section 1,075 feet, more or less, to the point of beginning.

*John T. L...*

*W. F. ...*

and all buildings and other improvements and fixtures now or later located on it. I'm also assigning to you any future rents from the property as security for the debt described below. I agree that I'll be legally bound by all the terms stated in this mortgage.

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 \$ 3475.71 dated 10/14/78 1978 signed by John T. Day & Francis M. Day and payable to you, on which the last payment is due 10/14/80 1980.

and extensions and renewals of any length. The debt described above is the future debt you may later owe me on this property, and any other amounts owed to you under this mortgage.

3. Insurance, Liens, and Upkeep.

3.1 I'll keep the property insured by a policy that will be sufficient to cover the full replacement value of the property, and will be able to you with fire and theft, and external explosion.

The policy amount will be enough to pay the debt secured by this mortgage, plus the cost of the mortgage and the insurance on the property, which ever is less, despite any "no insurance" or similar provision in the policy. The insurance policy will have your standard loss payable endorsement. No one but you has a mortgage or lien on the property, except the following "Permitted Liens": First Mortgages on the property State of Washington

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.

6.4 If the borrower or I become insolvent or bankrupt.

6.5 If I give you a false financial statement, or if I don't tell you the truth about my financial situation, about the property, or about my use of the money loaned.

6.6 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 then have coming from you; or

6.7 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.

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 when or 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.

John T. Day  
Francis M. Day

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF WASHINGTON  
County of KLICKITAN  
Personally appeared John T. Day and Francis M. Day above named and acknowledged the foregoing mortgage to be their voluntary act.  
Lowena Ehrgood  
Notary Public for the State of Washington  
My commission expires August 1

10-16 1978  
John T. Day and Francis M. Day  
Lowena Lynn Ehrgood  
Notary Public for the State of Washington  
My commission expires August 1