

**REAL ESTATE MORTGAGE**

**WITNESSETH:** That

\_\_\_\_\_ hereinafter called the mortgagors, jointly and severally, whose address is \_\_\_\_\_ in consideration of the sum of \$ \_\_\_\_\_ to them paid by \_\_\_\_\_, hereinafter called mortgagees, whose address is \_\_\_\_\_, whether singular or plural, do grant, bargain, sell and convey unto said mortgagees, the following described real property, situated in \_\_\_\_\_ County, State of Oregon, to-wit:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**TO HAVE AND TO HOLD** the said premises, with appurtenances, unto the said mortgagees, their heirs and assigns forever. This conveyance is intended as a mortgage to secure the payments of \$ \_\_\_\_\_ together with interest at the rate of \_\_\_\_\_ percent per annum in accordance with the terms of a certain promissory note payable to mortgagees, the terms of which are incorporated herein by reference, dated \_\_\_\_\_, all due and payable on or before \_\_\_\_\_.

To said mortgagees and assigns order, the mortgagors covenant and agree with the mortgagees as follows:

- A. That they are the owners in fee simple of the above described premises and that they are free from all encumbrances;
- B. That they will pay the indebtedness hereby secured promptly, according to the terms of said promissory note;
- C. That they will pay all taxes, liens and assessments of any nature hereafter levied or imposed, or becoming payable, upon said premises before the same become delinquent;
- D. That they will keep the buildings on said premises insured against loss or damage by fire, by some insurance company acceptable to the mortgagees with loss, if any, payable to the mortgagees as their interest may appear, in the sum of at least the balance due on the promissory note above described, and deliver such policy or policies of insurance to the mortgagees, until the sums secured by this mortgage are fully paid with interest.
- E. That they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

If the mortgagor shall fail to pay any such tax lien or assessment, or fail to maintain such fire insurance the mortgagees may pay the same or procure said insurance, and pay the cost thereof, and all payments by the mortgagees for any such purpose shall be added to the indebtedness hereby secured, and shall be repayable on demand, with interest until repaid.

For the purpose of further securing said indebtedness and performance of the covenants herein contained, the mortgagors hereby sell and assign to the mortgagees any and all rentals accruing or to accrue on said premises, during the life of this mortgage.

Now, if the said mortgagors shall pay or cause to be paid all moneys which may become due upon said promissory note and shall otherwise comply with the terms and conditions hereof, this conveyance shall be void; but in case default shall be made in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, or in any of the covenants or agreements herein contained, then the mortgagees or their assigns, may declare the entire indebtedness hereby secured immediately due and payable, and foreclose this mortgage and cause said mortgaged premises to be sold in the manner provided by law, and out of the moneys arising from such sale retain the principal and interest together with any sums advanced as

provided herein, with interest as aforesaid, together with costs and charges of such foreclosure suit and sale, including such sum as the court may adjudge reasonable as an attorney's fee to be allowed the plaintiff, and the surplus, if any there be, pay over to the mortgagors, their heirs and assigns.

**IN WITNESS WHEREOF**, the mortgagors have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
STATE OF OREGON }  
                          } ss.  
COUNTY OF LANE }

On this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared before me \_\_\_\_\_ who acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires:  
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