CP NATIONAL WEATHERIZATION PROGRAM MORTGA GE. M82 Page 295

,19 8T

THIS MORTGAGE made this 9 day of Nevember between Dale A. Gropp to CP NATIONAL CORPORATION, a California corporation, (CP National), 8135

That said Mortgagor having contracted with CP National Mortgagee, WITNESSETH: for certain weatherization improvements for and in consideration tor the sum of Five Hundred and thirty Seven and 2/100\_\_\_\_\_Dollars ( $\frac{5}{37}$ ,  $\frac{9}{2***}$ \_\_\_\_), does hereby grant, bargain, sell and convey unto said Mortgagee, that certain property situated in <u>Klamath</u>\_\_\_\_ County, State of Oregon, being described as follows, to-wit:

Street Address: 2153 Garden Ave, Klamath Falls Or.

Klamath Falls Mills 405 110 Legal Description:

This conveyance is intended as a mortgage to secure the payment of the Mortgagor's obligations under the retail installpayment of the nortgagor 5 oprigations under the retain instant ment contract between CP National and Mortgagor dated June 12th 19 81 . The date of maturity of the debt secured by this mortgage is the date upon which the last retail installment contract becomes due, to-wit: <u>November 30</u>, 19 84.

This mortgage is subject to any and all prior liens, and encumbrances of record on the above described property but shall have priority over all other and subsequent liens and encumbranes.

1790

BOX

ं 24

NATIONAL

0  $\circ$ 

When the Mortgagor shall pay all sums, including principal and interest, owing to Mortgagee in accordance with the terms of and interest, owing to Mortgagee in accordance with the terms of the aforementioned retail installment contract, this conveyance shall become void; but in case default shall be made in the pay-ment of the principal or interest or any part thereof under the terms of said contract, then the said Mortgagee may foreclose this mortgage and sell the premises above described with all and this mortgage and sell the premises above described with all and revery of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and actual reasonable costs retain the said principal, interest and actual reasonable costs of collection as provided in said retail installment contract, together with the costs and expenses of such foreclosure proceedings and the sale of the said premises, including reasonable attorneys' fees, and the surplus, if any, shall be paid over to said Mortgagor or Mortgagor's heirs or assigns.

or Mortgagor's hells of WITNESS	$\frac{4}{X} - \frac{1}{16} = \frac{1}{16} =$
NOTARY PUBLIC FOR OREC	ng instrument was acknowledged before me this 19 21, by <u>Sture Philipper 19</u> GON My Commission expires <u>2/30/85</u>
rtor his duly	$ \begin{array}{c} \hline \begin{array}{c} 1 \end{array} \\ \hline \end{array} \\ \hline \begin{array}{c} 1 \end{array} \\ \hline \end{array} \\ \hline \begin{array}{c} 1 \end{array} \\ \hline \begin{array}{c} 1 \end{array} \\ \hline \end{array} \\ \hline \end{array} \\ \hline \begin{array}{c} 1 \end{array} \\ \hline \end{array} \\ \hline \end{array} \\ \hline \end{array} \\ \hline \begin{array}{c} 1 \end{array} \\ \hline \begin{array}{c} 1 \end{array} \\ \hline \begin{array}{c} 1 \end{array} \\ \hline \end{array} \\ \end{array} \\$