

3141

CP NATIONAL WEATHERIZATION PROGRAM MORTGAGE 1782 page 298

THIS MORTGAGE made this 29<sup>th</sup> day of July, 1981,  
between Kenneth H. & Evelyn R. Kerry and Cynthia E. Smith, Mortgagor,  
to CP NATIONAL CORPORATION, a California corporation, (CP National),  
Mortgagee, WITNESSETH:

That said Mortgagor having contracted with CP National for  
certain weatherization improvements for and in consideration of the  
sum of ONE THOUSAND SEVEN HUNDRED TWENTY TWO Dollars  
(\$ 1722.00), does hereby grant, bargain, sell and convey  
unto said Mortgagee, that certain property situated in KLAMATH  
County, state of Oregon, being described as follows, to-wit:

Street Address: 432 HIGH ST.

Legal Description:

KF Original

ELY 52.05' SEC 8 T 8

This conveyance is intended as a mortgage to secure the payment  
of the Mortgagor's obligations under the retail installment contract  
between CP National and Mortgagor dated July 31, 1981.  
The date of maturity of the debt secured by this mortgage is the date  
upon which the last retail installment contract payment becomes due,  
to-wit: January 31<sup>st</sup>, 1992.

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

When the Mortgagor shall pay all sums, including principal and  
interest, owing to Mortgagee in accordance with the terms of the afore-  
mentioned retail installment contract, this conveyance shall become  
void; but in case default shall be made in the payment 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 every 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 of collection as provided in said retail installment  
contract, together with the costs and expenses of such foreclosure  
proceedings and the sale of said premises, including reasonable  
attorneys' fees, and the surplus, if any, shall be paid over to said  
Mortgagor or Mortgagor's heirs or assigns.

WITNESS my hand on this 29<sup>th</sup> day of July, 1981.

*[Signature]*

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss:

The foregoing instrument was presented before me this 29  
day of July, 1981. Thomas L. Bean

Sept 17 '82

State of OREGON: COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the

8 day of January A.D., 1982 at 3:57 o'clock P.M., and duly recorded in

Vol 82 of Mtga on page 298.

Fee \$ 4.00

EVELYN BIEHN  
COUNTY CLERK

By [Signature] Deputy