CP NATIONAL WEATHERIZATION PROGRAM MORTGAGE 14524 Vol Mgz THIS MORTGAGE made this 10th between Larry C. and Mary E. Elderkin , Mortgagor, to CP NATIONAL CORPORATION, a California corporation, (CP National), Page 10430 Mortgagee, WITNESSETH: That said Mortgagor having contracted with CP National for certain weatherization improvements for and in consideration of the sum of One thousand nine hundred forty seven and noDD00 ars (\$1,947.00#), does hereby grant, bargain sell and convey $(\$_{1,947.00\#}^{\circ})$, 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: 6296 Bryant Av., Klamath Falls, Or. Legal Description: Deed #M71-10254 27 Lot 10 Block 7 of Winema Gardens 2nd Addition Subdivision , Klamath County, ن نه کې د د چې مختو Oregon. 22 This conveyance is intended as a mortgage to secure the payment of the Mortgagor's obligations under the retail installpayment of the Mortgagor's obligations under the retain instant-ment contract between CP National and Mortgagor dated <u>June 10</u>, 19<u>82</u>. 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>Movember</u>, 19<u>72</u>. 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. 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 every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, of collection as provided in said retail installment contract, together with the costs and expenses of such foreclosure proceedi 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. WITNESS ____hand ____this ____day of ____, 19___ LOTARY O × Fany C. Elderkin × mary &. Elderkin -----PLBLIC ALE OF •••••• 0.11 STATE OF OREGON)ss: COUNTY OF KLAMATH The foregoing instrument was acknowledged before me this 16 day of June, 19 82, by Dette Phillips NOTARY PUBLIC FOR OREGON My Commission expires 8/30/85 Mertle. philips STATE OF OREGON; COUNTY OF KLAMATH; ss. لارتى لەرتىكە ئەرتىمى Filed for record this 12 day of August A. D. 1982 at ____ o'check P. M. duly recorded in Vol.<u>M 82</u> Mtge on c 10430 , of Fee \$4.00 EVERYN BIEFIN Cour 3

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