Street Address: 4616 Denver Avenue, Klamath Fails, Oregon Legal Description:

A piece or parcel of land situated in the N 1/2SE 1/4SW 1/4 of Section 11 Town ship 39 South, Range 9 East of the Willamette Meridian, containing 0.50 acres, more or less, and more fully described as follows:

Beginning at a point in the center line of 60 foot roadway from which the section corner common to Sections 2,3,10 and 11, Township 39 South Range 9 East of the Willamette Meridian and so marked on the ground by an iron pin driven therein, bears South 89°441/2' West along the said boundary center line 1419.5' to a point in the West boundary of said Section 11, and North 00 13.1/2 West 1662.5' to said Section corner, and running thence South 0001' East 331.45' to a point in the Southerly boundry of said N 1/2SE 1/4NW 1/4 of Section 11; thence North 89042' East along said boundry line 65.7'; thence North 0°01'West 331.45', more or less, to an intersection with the center line of the above mentioned roadway; thence South 89°44 1/2' West along said line of the above mentioned roadway; thence South 89044 1/2' West along said roadway center line 65.7', more or less, to the said point of beginning.

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 7-6.

The date of maturity of the debt secured by this mortgage due, to-wit: September 3/, 1995.

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.

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OR OR

When the Mortgagor shall pay all sums, including principal 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 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 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 the said premises including reasonable attorneys! 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 5 this 30th day of June PUBLIC STATE OF OREGON COUNTY OF KLAMATH

The foregoing instrument was acknowledged before me this day of 🔍 . 19 82. by Bette Philes NOTARY PUBLIC FOR OREGON My Commission expires <u>8-30-85</u>

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STATE OF OREGCN; COUNTY OF KLAMATH; ss. Filed for record .

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this 12 day of August A.D. 1982 at o'clockp M. and duly recorded in Vol. M82 , of Mtge on Page 10433

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EVELYN BIEHN, County Clork