C P NATIONAL FINANCING MORTGAGE Vol. 1484 Page___ 39455 THIS MORTGAGE made this 20th day of Jule, 1984, Asurely fading, Mortgagor, 13044 between Brusply fading, Mortgagor, to CP NATIONAL CORPORATION, a California corporation, (CP National), Mortgagee, WITNESSETH: Mortgagee, WITNESSETH: That said Mortgagor having contracted with CP National for certain <u>SPA System</u> improvements for and in consideration of the sum of <u>THEN THENSAN ELEMT HUNDER</u> first filler to the sum of (\$ <u>285500</u>), does hereby grant, bargain; sell and convey unto said Mortgagee, that certain property situated in <u>Hunnarth</u> County, State of Oregon, being described as follows, to-wit: Street Address: Jo19 Verda Vista Place Legal Description: Lot 33, BLock 1, 9th Addition to Susset Village, Klamath falls, Klamath County, Oktoon Hd AUG ** 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 retail install-ment contract between CP National and Mortgagor dated and the second by this mortgage 19 84. 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: August, 19 89. 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 the aforementioned rotatil installment contacts this 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 pay-ment of the principal or interest or any part thereof under the terms of raid contract, then the said Mortgagee may foreclose 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, 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 My hand _____ this 28th day of Jule, 1984 Beverly Falling A STATE OF DEEGON COLETA OF RIAVATH 88: AND MENO NOTARY BIBBLE FOR OREGON B. T. Phillip. My Commission expire My Commission expires 8-30-85 FOR RECORDING USE ONLY STATE OF OREGON: COUNTY OF KLAMATH:SS I hereby certify that the within instrument was received and filed for record on the lst day of August A.D., 19 84at 1:20 o'clock and duly recorded in Vol M84 , of Mortgages on page _A.D., 19_84at_1:20_0'clock_ p. М, on page 1304 EVELYN BIEHN, COUNTY CLERK Fee: \$ 4.00 Index: \$1.00 Return to: C P National, P. C. Box 310, Klamath Falls, Or 97601 by: tom Amith _, Deputy