Vol. M& Page 13047 C P'NATIONAL FINANCING MORTGAGE THIS MORTGAGE made this 20th day of <u>July</u>, 19<u>94</u>, between <u>Klis Anderson and Gaule Anderson</u>, Mortgagor, to CP NATIONAL CORPORATION, a California corporation, (CP National), nortgagee, WIINESSEIN: That said Mortgagor having contracted with CP National for certain <u>SPA SYSTEM</u> improvements for and in consideration of the sum of <u>TAPEE thousand three hunders</u> Pollars of the sum of <u>TAPEE thousand three hunders</u> Pollars (\$<u>3300</u>, ...), does hereby grant, bargain, sell and convey (\$<u>3300</u>, ...), does hereby grant, bargain, sell and convey unto said Mortgagee, that certain property situated in <u>Manata</u>. Founty State of Oregon, being described as follows, to-wit: Mortgagee, WITNESSETH: County, State of Oregon, being described as follows, to-wit Street Address: 317N. Lagura, Klamath falls, DR. Lot B of Block 3, Dixon Addition to Klamath falls, Klamath County, OREGON Legal Description: This conveyance is intended as a mortgage to secure the payment of the Mortgagor's obligations under the retail install-ment contract between CP National and Mortgagor dated 2000, 1984. 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: September, 1989. 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 retail installment contract, this conveyance aball become world, but in core default shall be made in the pay 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 every of the <u>appurtenances</u> 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 proceed of correction 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. WITNESS <u>OUR</u> hand <u>S</u> this <u>20th</u>day of <u>Auly</u>, 19<u>64</u>. * Kola · Cayle D andersa STATE OF OREGON) 88; NOTARY POBLIC FOR OREGON Bette Phillips My Commission expires 8-30-85 FOR RECORDENC USE ONLY STATE OF OREGON: COUNTY OF KLAMATH:ss I hereby certify that the within instrument was received and filed for record on the <u>lst</u> day of <u>August</u> A.D., 19<u>84 at 1:20</u> o'clock <u>H</u> and duly recorded in Vol <u>M84</u>, of <u>Mortgages</u> on page A.D., 19 84 at 1:20 o'clock P ______on page <u>13047</u> EVELYN BIEHN, COUNTY CLERK by: 1Am Amith . ,Deputy Fee: \$_4.00 Index: \$1.00 Return to: C P National, P. C. Box 310, Klamath Falls, Or 97601