THIS MORTGAGE made this /9th day of <u>Appli</u>, 19<u>85</u>, between <u>FERW JOANSON</u> and Cois Johnson Mortgagor, to CP NATIONAL CORPORATION, a California corporation, (CP National), Mortgagee, WITNESSETH:

C P NATIONAL FINANCING MORTGAGE

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Mortgagee, WINESSEIN: That said Mortgagor having contracted with CP National for certain <u>Refined System</u> improvements for and in consideration of the sum of <u>Two thousand two hundled with Billo</u>—Dollars (\$ <u>229,5</u>^{co}), does hereby grant, bargain, sell and convey unto said Mortgagee, that certain property situated in <u>Klavnet</u>. County, State of Oregon, being described as follows, to-wit:

Street Address: <u>6461 Bryant AVE, Klamathfalls</u> Legal Description:

Lot 23 of BLOCK S, Winema Gardens 2Nd Addition to Klamath falls, Klumath acurty, Oregon.

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 $\underline{Aper}/\underline{19}$, 19<u>85</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>JUNC</u>, 19<u>40</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 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 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' fees, and the surplus, if any, shall be paid over to said Mortgagor or Mortgagor's heirs or assigns.

WITNESS 🯒	Nechand & this 19th day of April, 1985.
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	. Bei K. Johnson
STATE OF OREGON))85;
COUNTY OF FREAMATH	
7.P Havlot	oing instrument was acknowledged before me this , 19 <u>85</u> , by <u>Jerry and Accordent to be accord</u>
FOR RECORDING USE ON	LY STATE OF OREGON; COUNTY OF KLAMATH; ss.
	Filed for record
	11-46 Δ
\$ 5 0	this <u>14th</u> day of <u>May</u> A. D. 1985 at 11:46 o'clock ^A M., and
50	this <u>14th</u> day of <u>May</u> A. D. 19 <u>85</u> at <u>11:46</u> o'clock ^A M., and duly recorded in Vol. <u>M85</u> , of <u>Mortgages</u> on Page <u>7173</u> EVELYN BIEHN, County Clork By <u>Purn Amilian</u>