

THIS MORTGAGE made, this 25th day of September 1985, between Charles D. Whittemore and Rebecca Whittemore, Mortgagor, to CP NATIONAL CORPORATION, a California corporation, (CP National), Mortgagee, WITNESSETH:

That said Mortgagor having contracted with CP National for certain heating system improvements for and in consideration of the sum of One thousand four hundred forty five Dollars (\$ 1445.00), does hereby grant, bargain, sell and convey unto said Mortgagee, that certain property situated in Klamath County, State of Oregon, being described as follows, to-wit:

Street Address: 202 WASHINGTON ST.

Legal Description:

Lot 6 of Block 6, Euwaxa Heights
addition to Klamath Falls, Klamath
County, 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 25 Sept. 1985. 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: October, 1990.

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 encumbrances.

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 My hand _____ this 25 day of September 1985.

Charles D. Whittemore

STATE OF OREGON

COUNTY OF KLAMATH

ss:

The foregoing instrument was acknowledged before me this 25 day of Sept, 1985, by Charles D. Whittemore.

NOTARY PUBLIC FOR OREGON Bette Phillips My Commission expires 8-30-89

FOR RECORDING USE ONLY

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 21st day of October A.D., 19 85 at 3:34 o'clock P M., and duly recorded in Vol. M85 of Mortgages on Page 17095.

FEE \$5.00

Evelyn Biehn

County Clerk

By Phyllis Smith

Return to: C P National, P. O. Box 310, Klamath Falls, Or 97601

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