71723 C P NATIONAL FINANCING MORTGAGE Vol. <u>M81 Page 3011</u> THIS MORTGAGE made this <u>21</u> day of January <u>1987</u>, between Joseph J. and Karol <u>5. Jedrykowski</u> <u>Mortgagor</u>, to CP NATIONAL CORPORATION, a California corporation, (CP National), Mortgagee, WITNESSETH: That said Mortgagor having contracted with CP National for certain <u>Home</u> improvements for and in consideration of the sum of <u>Two</u> thousand nine hundred seventy five---- Dollars (\$ 2,975.00 <u>)</u>, does hereby grant, bargain, sell and convey

(\$ 2,975.00), does hereby grant, bargain, sell and convey unto said Mortgagee, that certain property situated in <u>Klamath</u>. County, State of Oregon, being described as follows, to-wit:

Street Address: 1203 Tamera Drive

Legal Description:

S

5

FEB 24

\$ 5 Lot 10 Block 9 Moyina Heights 3rd 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 January 21, 19 87. 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: February , 19 92.

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.

hand _____ this 2/s7 day of Journaly, 19 87. WITNESS My

STATE OF OREGON) \$8; COUNTY OF KLAMATH UDIARY The foregoing instrument was acknowledged before me this 19 87, by Josep 200 - day of January My Commission expires -30-29 NOTBRY DUBLIC FOR OREGON Do 29 tte FOR RECORDING USE ONLY STATE OF OREGON: COUNTY OF KLAMATH: Filed for record at request of of **February** A the <u>24th</u> of ______ A.D., 19 <u>87</u> at 2 of _______ **Mortgages** dav 2:23 o'clock P_M., and duly recorded in Vol. <u>M87</u> of on Page ____ 3011 Evelyn Biehn, County Clerk \$5.00 FEE By Return to: C P National, P. C. Box 310, Klamath Falls, Or 97601