C P NATIONAL FINANCING MORTGAGE Vol Mg1 Page 19700 81044

to CP NATIONAL CONTENTS Mortgagee, WITNESSETH: That said Mortgagor having contracted with CP National That said Mortgagor improvements for and in consideration improvements for and in consideration for cortain of the sum of <u>Four thousand one hundred eight five</u>______ bollars (\$ 4,185.00 _____), 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: 1121 Lincoln Street

Street Address:

Legal Description:

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Portion Lot 2, Block 60; Nichols

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 September 9 1987 The date of maturity of the debt secured by this mortgage is the date upon which the last retail installment contract becomes , 19 92 due, to-wit: October

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 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 said contract, then the said Mortgagee may foreclose this mortgage and sell the premises above described with all and over of the appurtenences or any part thereof. In the manner 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.

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