Vol. M88 Page 2958 84836 KORTGAGE THIS MORTGAGE is made this 10 day of FEBRUARY 1989, and between minu PRICE, Mortgagor, Mortgagor, Mortgagor, to CP National Corporation, a California corporation, ("CP National"), Mortgagee. Mortgagor has entered into a contract with, and is obligated to, CP National for the sum of *Hull Hausan and these Auastles District Content of the State of the Sta* Street Address: 1735 grand St Legal Description: Sly 20' bot 75 & 76 & Lot 74 Yalta Gardens Klamath falls, Klamath Oncerty Onegon 3909. 244 20 3 č 3909.2AB.1400 together with the tenements, hereditaments and appurtenances appertaining thereto. HAR This conveyance is intended as a mortgage to secure the payment of the contract between CP National and Mortgagor dated $\underline{\mathcal{FS}(10)}$, 19<u>BB</u>. The date of maturity of the debt secured by this mortgage is the date upon which the last retail installment contract payment is due, to-wit, <u>MARIAN</u>, 19<u>B</u>. This mortgage is subject to any and all prior liens and encumbrances of record against the above property. The Mortgagor agrees to pay and keep current all real property taxes and any amounts due on any prior encumbrances before the same become delinquent. 83 When the Mortgagor pays all sums, including principal and interest, owing to CP National under the terms of the aforementioned contract, this conveyance to CP National under the terms of the avorementioned contract, this conveyance shall become void; but in the event Mortgagor defaults in any of the terms of said contract or this mortgage, then all amounts due CP National shall become immediately due and payable and CP National may foreclose this mortgage and sell the property above described in the manner provided by law and out of the money arising from the sale, retain all amounts due under the contract and actual reasonable costs of collection, including, without limitation, costs and expenses of the foreclosure proceeding, including reasonable attorneys fees and the surplus, if foreclosure proceeding, including reasonable attorneys fees and the surplus, if any, shall be paid over to Mortgagor or Nortgagors' heirs or assigns. MORTGAGOR ACKNOWLEDGES RECEIPT OF A COPY OF THIS MORTGAGE STATE OF OREGON SS COUNTY OF Klamath On this 18th day of Felmany, 1986, before me, the undersigned notary public, personally appeared Knishing J. Ranson, personally known to me, who was the subscribing witness to the foregoing Mortgage, who being sworn, stated that he/she resides at Klonnoth Falls, Klannath County. Oregon, and that he/she was present and saw Many Price personally known to said subscribing witness to be the person(s) whose name(s) and acknowledge the same, and were subscribed to the within Nortgage, execute and acknowledge the same, and said subscribing witness acknowledged said mortgage to be the voluntary act and deed of the person(s) signing said Mortgage. (Dalar) Conv Subscribing Witness NOTARY PUBLIC FOR OREGON Ny commission expires:____ LESTER REED HARRIS NOTARY PUBLIC - OREGON My Contribusion Expires 4415/91 STATE OF OREGON: COUNTY OF KLAMATH: SS. Filed for record at request of _ C. P. National lst A.D., 19 88 at 3:20 o'clock P M., and duly recorded in Vol. M88 the _ March of of _____! Mortgages ____ on Page _________ Evelyn Biehn, C By ______ County Clerk \$5.00 By Himm Ret: C. P. National Box 310 Klamath Falls, Oregon 97601 FEE

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