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15108 Vol.<u>m88</u> Page

THIS MORTGAGE is made this 27 day of <u>Auly</u>, 198<u></u>, and between <u>() OMAR T 9 RONALD ()</u> <u>Hill</u>, 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 <u>MiPtu Six AuroAleged & Area y Corporation</u> Botlars (<u>\$ 36/160</u>) and does hereby grant, bargain, sell and convey unto said CP National that certain property situated in <u>Highear</u> County, Oregon, described as follows: Mortgagor, Street Address: <u>3527 MONTADILLA</u> Legal Description: Lot 3 in BLock 2 og TRact 1043 E Resubaivision of portion Tract 11 + All of Tract 28 Nemedale Klamath falls Klamath County together with the tenements, hereditaments and appurtenances appertaining thereto. This conveyance is intended as a mortgage to secure the payment of the contract between CP National and Mortgagor dated <u>Sully 27</u>, 1988 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>Sully 17</u>, 1923 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. When the Mortgagor pays all sums, including principal and interest, owing to CP National under the terms of the aforementioned 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 any, shall be paid over to Mortgagor or Mortgagors' heirs or assigns. MORTGAGOR ACKNOWLEDGES RECEIPT OF A COPY OF THIS MORTGAG STATE OF OREGON SS COUNTY OF Klamat On this <u>275</u> day of <u>up</u>, <u>1985</u>, before me, the undersigned notary public, personally appeared <u>to have</u>, <u>personal</u> known to me, who was the subscribing witness to the foregoing Mortgage, who being sworp, stated that he/she resides at <u>6738</u> <u>who being</u> <u>sworp, stated that he/she resides at <u>6738</u> <u>who being</u> <u>personally known to said subscribing witness to be the person(s) whose name(s)</u> were subscribed to the within Mortgage, execute and acknowledge the same, and eaid subscribing witness acknowledged said mortgage to be the voluntary act and</u> , personally said subscribing witness acknowledged said mortgage to be the voluntary act and deed of the person(s) signing said Mortgage. Lester Keed Bubscriping Witness NOTARY PUBLIC FOR OREGON My commission expires: 4 STATE OF OREGON, SS. County of Klamath LESTER REED MARRIS NOTARY PUBLIC - OREGON Ny Commission Expires 425/91 Filed for record at request of: CP National on this <u>14th</u> day of <u>Sept.</u> A.D., 19 <u>88</u> at <u>4:14</u> oclock <u>PM</u> and duly recorded in Vol. <u>M88</u> of <u>Mortgages</u> Page <u>15108</u>. Evelyn Biehn County Clerk By Queline Mullinslale Deputy. Fee, \$8.00

HORTGAGE