MORTGAGE

THIS MORTGAGE is made this  $23^{th}$  day of  $A_{10,1}$ , 1989, and between <u>ALBERT BRUCER</u>, & <u>NANCY BRUCER</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>THREE THOUSAND & 2000</u> and does hereby grant, bargain, sell and convey unto said CP National that certain property situated in <u>KLAMATH</u> County, Oregon, described as follows:

Street Address: 4832 GLENWOOD DR. KLAMATH FALLS, OR 97603

Legal Description:

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MW 683

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CP National PO Box 310, Klamath Falls,

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Return

## Lot 24, BLOCK 6 GATEWOOD SUBDIVISION CITY OF KLAMATH FALLS

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  $\underline{APR1}$ , 1928. 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,  $\underline{MA4}$ , 1994. 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 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 MORTGAGE

SS.

Aller & Buren'

STATE OF OREGON

COUNTY OF Klamath

On this  $287^{h}$  day of  $Ay_{W}$ , 1989, before me, the undersigned notary public, personally appeared DONNA, H,LL, personal known to me, who was the subscribing witness to the foregoing Mortgage, who being sworn, stated that he/she resides at 3527 Montautha<math>Bigeneral Mallon Oregon, and that he/she was present and saw Bigeneral Mallon Oregon, and that he/she was present and saw personally known to said subscribing witness to be the person(s) whose name(s) were subscribed to the within Mortgage, execute and acknowledge the same, and deed of the person(s) signing said Mortgage. , personally

Subscribing Witness	LESTER REED 1-ARRIS
$\Delta I D D D D D D D D D D D D D D D D D D $	My commission expires: <u>4/25/91</u>
LESTER REED HARRIS NOTARY PUBLIC - OREGON	
My Commission Expires 4/2579/ TATE OF OREGON: COUNTY OF KLAMATH:	
	ss. National

May A.D., 19 89 at 11:44 o'clock A.M., and duly recorded in Vol. M89 day of <u>Mortgages</u> \_\_\_\_\_ on Page \_\_\_\_\_072\_

FEE \$8:00

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Evelyn Biehn County Clerk By as mullinderes