

THIS MORTGAGE is made this 14th day of APRIL, 1989, and between KLAMATH HOSPICE, INC, 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 THREE THOUSAND EIGHT HUNDRED SEVEN AND 00/100 Dollars (\$3,811.00) and does hereby grant, bargain, sell and convey unto said CP National that certain property situated in KLAMATH County, Oregon, described as follows:

Street Address: 310 N. 9th ST, KLAMATH FALLS, OREGON

Legal Description:

SEE ATTACHED

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 APRIL 14, 1989. 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, MAY, 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 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.

The Klamath Hospice, Inc.  
Beverly A. Seaman, Executive Director

STATE OF OREGON

COUNTY OF KLAMATH

ss.

On this 14th day of APRIL, 1989, before me, the undersigned notary public, personally appeared KATHY L. RICHARDS, personally known to me, who was the subscribing witness to the foregoing Mortgage, who being sworn, stated that he/she resides at 1591 Benson Dr. Klamath Falls Ore. Oregon, and that he/she was present and saw BEVERLY SEAMAN FOR KLAMATH HOSPICE INC. 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 said subscribing witness acknowledged said mortgage to be the voluntary act and deed of the person(s) signing said Mortgage.

Kathy L. Richards  
Subscribing Witness

LESTER REED HARRIS  
NOTARY PUBLIC FOR OREGON

My commission expires: 4/25/91

Lester Reed Harris  
NOTARY PUBLIC - OREGON

My Commission Expires 4/25/91

Return to: CP National PO Box 310, Klamath Falls, OR 97601 '89 JUN 6 AM 11 29

*Klamath Hoagie*

9983

Order No.: 19919-K

EXHIBIT "A"  
LEGAL DESCRIPTION

A portion of Lots 1 and 2 in Block 43 of NICHOLS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning on Ninth Street 40 feet Northwesterly of a point formed by the intersection of the Northerly line of High Street with the Westerly line of Ninth Street in said city of Klamath Falls; thence running Northwesterly along said Westerly line of Ninth Street, 40 feet; thence Westerly and parallel with High Street, 80 feet; thence Southeasterly 40 feet; thence Easterly 80 feet to the point of beginning.

Tax Account No.: 3809 032AB 00400

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of CP National  
of June A.D., 19 89 at 11:29 o'clock AM., and duly recorded in Vol. M89  
of Mortgages on Page 9982

FEE \$13.00

Evelyn Biehn County Clerk  
By Pauline Nielsen