

5793

MORTGAGE

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THIS MORTGAGE is made this 23<sup>rd</sup> day of August, 1989, and between  
THEODORE J. NICK JR., 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 TWO THOUSAND, FOUR HUNDRED, TWENTY-FIVE Dollars (\$2425.00)  
 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: 6224 Winema Way, Klamath Falls, Oregon

Legal Description:

Lot 2, Block 4, 1<sup>st</sup> Addition to  
Winema Gardens, Klamath County,  
Oregon

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 August 23, 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, September, 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

x Theodore J. Nick Jr.

STATE OF OREGON

COUNTY OF Klamath

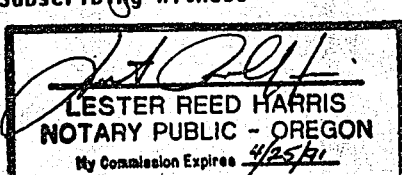
ss.

On this 23<sup>rd</sup> day of August, 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 1891 Winema St. K. Falls Ore. Oregon, and that he/she was present and saw

THEODORE J. NICK JR.  
 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

NOTARY PUBLIC FOR OREGON  
 My commission expires: \_\_\_\_\_



STATE OF OREGON, ss.  
 County of Klamath

Filed for record at request of:

CP National  
 on this 29<sup>th</sup> day of Sept. A.D., 19 89  
 at 10:08 o'clock A.M. and duly recorded  
 in Vol. M89 of Mortgages Page 18369  
 Evelyn Biehn County Clerk  
 By Dorlene Mullenballe  
 Deputy.

Fee, \$8.00

Return to: CP National PO Box 310, Klamath Falls, OR 97601 '89 SEP 29 AM 10 08