8011

MORTGAGE

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THIS MORTGAGE is made this 23^{d} day of \underline{August} , 1989, and between <u>CHARLENE</u>, Mortgagor, Mortgagor, a California corporation, ("CP National"), Mortgage. Mortgagor has entered into a contract with, and is obligated to, CP National for the sum of <u>THREE THOUSAND</u>, <u>SPEN HUNDED</u>, <u>TENE 900</u> Dollars (\$ 3,7/0°) and does hereby grant, bargain, sell and convey unto said CP National that certain property situated in <u>Klamera</u> County, Oregon, described as follows:

Street Address: 5216 LAURELWOOD, KLAMATH FAUS, OREGOV

Legal Description:

STATE OF OREGON

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Lot 24, BLOCK 8, TRACT NO. 1064 FIRST ADDITION TO GATELOODD CITY OF KLAMATH FALLS KLAMATH COLNTY CREEDED

KLAMATH COUNTY OREGONS 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>August 23</u>, 1987. 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>September</u>, 1974. 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 delinguent.

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.

SS.

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COUNTY OF KLAMATTH Personally appeared the above-named CHARLENE SOULE and acknowledged the foregoing mortgage to be mis/her/their voluntary act and deed. Before me August 23, 1989. LESTER REED HARRIS NOTARY PUBLIC - OREGON My Commission Expires Noterity STATE OF OREGON, County of Klamath Filed for record at request of: CP National on this <u>17th</u> day of at <u>9:30</u> o'clock Nov. A.D., 1989 _ o'clock _____AM. and duly recorded in Vol. <u>M89</u> of Mortgages Page 22290 Evelyn Biehn

Fee, \$8.00

Biehn County Clerk By <u>Course Mullendore</u>

Deputy.