My Commission Expires 425/91

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MORTGAGE 10497 THIS MORTGAGE is made this 4th day of Securber, 1989, and between Nortgagor, 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 Eighty Five %, Dollars (\$3885) 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: 2541 MADISON ST. KLAMATHEALLOS, OR. Legal Description: COUNTY OF HLAMATH STATE OF OREGON, THE WEST 230 FEET OF LOT 10 BLOCK 2, HOMELAND TRACTS ACCORDING TO THE OFFICIAL PLAT THEREOF.

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 12/4, 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, 1995. 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.

STATE OF OREGON COUNTY OF Klamath On this 412 day of <u>December</u>, 1987, before me, the undersigned notary public, personally appeared <u>Knistine</u>, personally known to me, who was the subscribing witness to the foregoing Mortgage, who being sworn, stated that he/she resides at //630 thuy 37 Oregon, and that he/she was present and saw oregonally known to said subscribing witness to be the person(s) whose name(s) were subscribing witness to be the person(s) whose name(s) were subscribing witness acknowledge, execute and acknowledge the same, and subscribing witness acknowledged said mortgage to be the voluntary act and said subscribing witness acknowledged said mortgage to be the voluntary act and deed of the person(s) signing said Mortgage. Subscribing Witness NOTARY PUBLIC FOR OREGON My commission expires: KESTER REED HARRIS STATE OF OREGON, NOTARY PUBLIC - OREGON

County of Klamath

Filed for record at request of:

CP National 23rd day of <u>Jan</u> A.D., 19 <u>90</u> on this ___ o'clock ____ AM. and duly recorded at 11:59 in Vol. M90 of Mortgages Page 1542 County Clerk Evelyn Biehn By Doulenc Mullendere Deputy.

\$8.00 Fee,