

12639

THIS MORTGAGE is made this 17 day of JANUARY, 1990, and between
LINDA M. BROOKS & JAMES E. BROOKS, 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 SEVENTEEN THOUSAND DOLLARS (\$17,000.00)
 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: 1604 KNOCKOUT CREEK

Legal Description: Lot 3 in Block 3, of Fairview Addition NO. 2, to
 the City of Klamath Falls, according to the official plat thereof
 on file in the office of the County Clerk of 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 17 JAN, 1990. 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, FEBRUARY, 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
 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 James E. Brooks
 x Linda Brooks

STATE OF OREGON

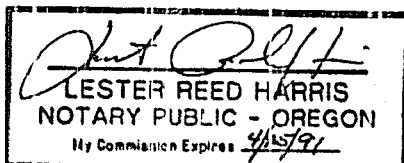
COUNTY OF KLAMATH

ss.

On this 17th day of JANUARY, 1990, before me, the undersigned
 notary public, personally appeared ARISTIDE T. RAISON, personally
 known to me, who was the subscribing witness to the foregoing Mortgage, who being
 sworn, stated that he/she resides at 111230 Hwy 39
Klamath Falls, Oregon, and that he/she was present and saw
JAMES E. BROOKS & LINDA M. BROOKS,
 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.

Ar. Raison
 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 22nd day of March A.D. 19 90
 at 11:38 o'clock A.M. and duly recorded
 in Vol. M90 of Mortgages Page 5278.
 Evelyn Biehn County Clerk
 By Debra Mullender
 Deputy.

Fee, \$8.00

Return to: CP National PO Box 310, Klamath Falls, OR 97601