12653 CP NATIONAL VEATHERIZATION PROGRAM MORTGAGE VOL. mg Page 292 42317 **12317** THIS MORTGAGE made this <u>20</u><sup>12</sup> day of <u>September</u>, 19<u>64</u>, between <u>Curle Richards</u> '<u>A MATHY</u> <u>Pichards</u>, Mortgagor, to CP NATIONAL CORPORATION, a California corporation, (CP National), 17850 and a state of the Mortgagee, WITNESSETH: That said Mortgagor having contracted with CP National for certain weatherization improvements for and in consideration of the sum of <u>are thousand Eight hur and find there for</u> Dollars (§ <u>1843</u><sup>eff</sup>), does hereby grant, bargain, sell and convey unto said Mortgagee, that certain property situated in <u>Klamoth</u>. County, State of Oregon, being described as follows, to-wit: 2 9 ju Street Address: 1891 BENSON Falls, NH U Klamathfalls 2000 Legal Description: 60III 15, 15, 10 of Black 29 08 VIAMATI ANIS KIAMATA COUNTY, OREGON FJU HAR Klamath EFies 70 ~ " Lots 21, 22, 23 and 24, Block 23, MOUNTAIN VIEW ADDITION TO THE CITY OF REAMATH FALLS, in the County of Riemath, State of Oregon. 5.01 6Fili 5 This conveyance is intended as a mortgage to secure the payment of the Mortgagor's obligations under the retail install-ment contract between CP National and Mortgagor dated Sect 26, 1964. The date of maturity of the debt secured by this mortgage is the date upon which the last retail installment contract becomes due, to-wit: More more 1964. c Ч П BOX **.** This mortgage is subject to any and all prior liens, and encumbrances of record on the above described property but shall Д have priority over all other and subsequent liens and encumbranes. When the Mortgagor shall pay all sums, including principal and interest, owing to Mortgagee in accordance with the terms of the aforementioned retail installment contract, this conveyance shall become void; but in case default shall be made in the pay-ment of the principal or interest or any part thereof under the H NA ۵ terms of said contract, then the said Mortgagee may foreclose υ this mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner o prescribed by law, and out of the money arising from such sale, retain the said principal, interest and actual reasonable costs of collection as provided in said retail installment contract, together with the costs and expenses of such foreclosure proceedings and the sale of the said premises, including reasonable attorneys' fees, and the surplus, if any, shall be paid over to said Mortgagor or Mortgagor's heirs or assigns. WITNESS OUR hand S this 28th day of SEpt., 1984. STATE OF OREGON COUNTY OF KLAMATH The foregoing instrument was acknowledged before me this dayA of September 19 84, by Such & Kathy Richards NOTARY PUBLIC FOR OREGON 13, top Phillips. My Commission expires 8-30-85 )ss: STATE OF OREGON; COUNTY OF KLAMATH; 55. Filed for record this 17th day of October A. D. 1)84 at 2:04 dece Min, and duly recorded in Vol. M84 of Maresares of re. 12850 2 EVELYNI BEEHN Codicity Clork By By Free: \$4.00 In \$4.00 Index: \$1.00 Fee:

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