

18441

MORTGAGE

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THIS MORTGAGE is made this 14 day of JUNE, 1990, and between JOHN E. FIELDS & PAULA FIELDS, 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 Thirty three hundred sixty two Dollars (\$3362.00) 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: 5370 Harlan Drive

Legal Description: That part of Tract 48 of HOMEDALE, described as follows: Beginning at a point in the Southwesterly right of way line of Harlan Drive (formerly first street) which lies South 43° 30' East 396.7 feet from the most Northerly corner of said Tract 48; thence South 46° 30' West at right angles to Harlan Drive, 300 feet to the Westerly line of said Lot 48; thence South 43° 30' East parallel with Harlan Drive a distance of 65 feet; thence North 46° 30' East 300 feet, more or less, to the Southwesterly line of Harlan Drive; thence North 43° 30' West along the Southwesterly line of Harlan Drive, 65 feet, more or less, to the place of beginning.

This conveyance is intended as a mortgage to secure the payment of the contract between CP National and Mortgagor dated 14 JUNE, 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, JULY, 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.

John E. Fields
Paula A. Fields

STATE OF OREGON

COUNTY OF Klamath

ss.

On this 15th day of JUNE, 1990, before me, the undersigned notary public, personally appeared KEISTINE J. PARSONS, personally known to me, who was the subscribing witness to the foregoing Mortgage, who being sworn, stated that he/she resides at 11630 HWY 39

H. FIELDS

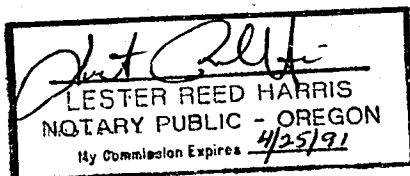
Oregon, and that he/she was present and saw

JOHN E. FIELDS & PAULA A. FIELDS

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.

KEISTINE J. PARSONS
Subscribing Witness

NOTARY PUBLIC FOR OREGON
My commission expires: _____



STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

CP National
on this 3rd day of Aug. A.D., 19 90
at 12:26 o'clock P.M. and duly recorded
in Vol. M90 of Mortgages Page 15510
Evelyn Biehn County Clerk
By Pauline Mullendore

Deputy.

Fee, \$8.00

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