

22079

MORTGAGE

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THIS MORTGAGE is made this 14th day of September, 1990, and between Clayton Barleen & Dorothy Barleen, 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 SEVEN THOUSAND FORTY SIX & 00/100 Dollars (\$ 1136.00) 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: 11631 Summers Lane

Legal Description:

ATTACHED

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 11 SEPT, 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, OCTOBER, 1993. 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 Clayton E. Barleen
X Dorothy M. Barleen

STATE OF OREGON

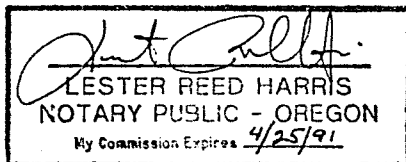
COUNTY OF Klamath

} ss.

On this 24th day of September, 1990, before me, the undersigned notary public, personally appeared ARISTIDE J. RANSON, 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 Klamath Falls Oregon, and that he/she was present and saw CLAYTON E. BARLEEN & DOROTHY M. BARLEEN, 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.

ARISTIDE J. RANSON
Subscribing Witness

NOTARY PUBLIC FOR OREGON
My commission expires: _____



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

This Indenture Witnesseth, THAT Neal D. Lord and Lillian P. Lord, husband and wife,

hereinafter known as grantors for and in consideration of the sum of ----- Ten and no 100ths ----- Dollars,

to them paid, have bargained and sold, and by these presents do grant, bargain,

sell and convey unto Clayton E. Harless and Dorothy H. Harless,

husband and wife, the following described premises, situated in Klamath County, Oregon,

to-wit:

PARCEL 1: All that portion of the SW 1/4 of Section 35, Township 38 South, Range 9 East, part of the Garden Tracts, as follows: Beginning at a point 178 feet North and 15 feet East of the Southwest corner of said Section 35, running thence North and parallel with the West line of said Section, 60 feet; thence East and parallel with the South line of the said Section 35, 208 feet; thence South and parallel with the West line of said Section, 60 feet; thence West 208 feet to the point of beginning.

PARCEL 2: Beginning at a point 15 feet East and 238 feet North of the Southwest corner of Section 35, Township 38 South, Range 9 East, running thence North 75 feet; thence East 113 feet; thence South 113 feet to the West boundary of Garden Tracts; thence North 0'12" East along the West boundary of Garden Tracts a distance of 15 feet; thence South 89'53" West a distance of 141 feet; more or less, to a point North 0'12" East, a distance of 15 feet from the point of beginning; thence South 0'12" West a distance of 15 feet to the point of beginning.

Subject to contract and/or lien for irrigation and/or drainage, and to easements and rights of way of record and apparent on the land, and to mortgages from William G. Franks et al. to the First National Bank of Portland, recorded August 22, 1917 in Vol. 112 at p. 206 of Klamath County Mortgage Records, which mortgage grantees expressly assume and agree to pay as the same becomes due.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantees as an estate by the entirety. And the said grantors do hereby covenant, to and with the said grantees, and their assigns, that they are the owners in fee simple of said premises; that they are free from all incumbrances, except those above set forth,

and that they will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, They have hereunto set their hands and seals, this 9 day of March 1951

STATE OF OREGON, ss.
County of Klamath

BE IT REMEMBERED: That on this 9 day of March A.D. 1951, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Neal D. Lord and Lillian P. Lord, husband and wife,

who are known to me to be the parties to the above described instrument, and who acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

GARY S. GARNONG
Notary Public
Klamath Falls, Oregon

My Commission Expires April 26, 1953

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 31st day of _____ Oct. A.D. 19 90 at 2:40 o'clock P.M., and duly recorded in Vol. M90 of _____ Mortgages on Page 21891.

FEE \$13.00

Evelyn Biehn - County Clerk

By Pauline Mulholland