

22088

MORTGAGE

Vol. m90 Page 21902

THIS MORTGAGE is made this 6th day of September, 1990, and between Michael D. Badorek & Kathryn J. Badorek, 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 Twenty-two thousand eleven and 00/100 Dollars (\$22,110.00) 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: 51643 Harlan Dr.

A tract of land within that parcel of Lot 23, Homedale, recorded in Legal Day, Volume 231, page 311, Deed records of Klamath County, Oregon. Said tract of land being more particularly described as follows: Beginning at a point on the Southerly boundary of said Lot 23, which point bears North 66°33' West, 143.75 feet from the Southeast corner of said Lot 23; thence North 66°33' West, 71.0 feet along said boundary; thence North 14°20' East, 188.0 feet; thence South 72°14' East 43.7 feet to the East boundary of the above mentioned parcel of Lot 23; thence South 6°39' West, 198.40 feet along said boundary to the point of beginning.

This conveyance is intended as a mortgage to secure the payment of the contract between CP National and Mortgagor dated September 6, 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 6, 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.

Michael D. Badorek
Kathryn J. Badorek

STATE OF OREGON

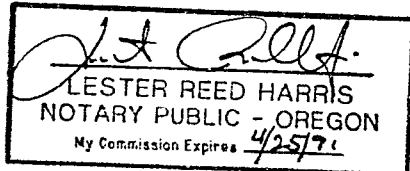
COUNTY OF Klamath

} ss.

On this 1st day of October, 1990, before me, the undersigned notary public, personally appeared HELEN J. PARSON, personally known to me, who was the subscribing witness to the foregoing Mortgage, who being sworn, stated that she resides at 11630 Hwy 39, Klamath Falls, Oregon, and that he/she was present and saw MICHAEL D. BADOREK & KATHRYN J. BADOREK, 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.

[Signature]
Subscribing Witness

NOTARY PUBLIC FOR OREGON
My commission expires: _____



STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

on this 31st day of Oct. A.D., 19 90
at 2:40 o'clock P M. and duly recorded
in Vol. M90 of Mortgages Page 21902

Evelyn Biehn County Clerk
By Pauline Muelendore

Fee, \$8.00

Deputy.

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