



The CIT Group/Sales Financing, Inc.

23497

THIS SPACE PROVIDED FOR RECORDER'S USE

Recording Requested By And Please Return To:

Name THE CIT GROUP/SALES FINANCING, INC.
Address P.O. BOX 24610
City and State OKLAHOMA CITY, OK 73124

REAL ESTATE MORTGAGE AND MORTGAGEE'S ASSIGNMENT

NAMES AND ADDRESSES OF ALL MORTGAGOR(S): DAVID NOBLE AND CHERI NOBLE RT. 1 BOX 244 BONANZA, OR 97623		MORTGAGEE: WILDWOOD HOMES ADDRESS: 7220 CRATER LAKE HWY WHITE CITY, OR 97503	
TRANSACTION NON PURCHASE MORTGAGE	DATE OF TRANSACTION 11/16/90	DATE FINAL PAYMENT DUE	AMOUNT FINANCED \$ 30193.00

The words "I," "me" and "my" refer to all Mortgagors indebted on the Retail Instalment Contract secured by this Mortgage. The words "you" and "your" refer to Mortgagee or Assigns.
MORTGAGE OF REAL ESTATE
To secure payment according to the terms of a Retail Instalment Contract which I signed today promising to pay you the above Amount Financed together with a Finance Charge and to secure all my present and future obligations to you, each of the undersigned mortgages and warrants to you the real estate described below, together with the tenements, hereditaments and appurtenances belonging or appertaining thereto, which is located in Oregon, County of KLAMATH

SEE ATTACHMENT "A"

Thiry thousand

one hundred ninety three Dollars (\$ 30193.00)

This conveyance is intended as a Mortgage to secure the payment of the sum of _____ Dollars (\$ _____) in accordance with the terms of the above referenced Retail Instalment Contract which is incorporated herein and of which a true copy is attached hereto.

TERMS AND CONDITIONS:

PAYMENT OF OBLIGATIONS

I will pay all obligations secured by this Mortgage according to their terms, and if I do, then this Mortgage will become null and void.

TAXES—LIENS—INSURANCE

I will pay all taxes, liens, assessments, obligations, encumbrances and any other charges against the real estate, whether superior or inferior to the lien of this Mortgage, and maintain insurance on the real estate in your favor in a form and amount satisfactory to you. You may pay any such tax, lien, assessment, obligation, encumbrance or other charge or purchase such insurance in your own name, if I fail to do so. The amount you pay will bear interest at the Annual Percentage Rate shown on the Security Agreement, if permitted by law, will be an additional lien on the real estate and may be enforced and collected in the same manner as any other obligation secured by this Mortgage.

DEFAULT

If I do not comply with the terms of this Mortgage or with the terms of the Retail Instalment Contract or any other obligation secured by this Mortgage, then the entire amount I owe you, together with accrued and unpaid Finance Charge, will become due, if you desire, without your advising me. If you sell or foreclose on the real estate described above, you may sell the real estate in one or more parts, if you desire. I will pay a reasonable attorney's fee and all other costs and disbursements which you actually incur in foreclosing on this Mortgage, as allowed by law.

EXTENSION

Each of the undersigned agrees that no extension of time or any other variation of any obligation secured by this Mortgage will affect any other obligations under this Mortgage.

BINDING EFFECT

The agreements in this Mortgage will apply to and bind the undersigned and all other persons who claim through the undersigned, together and separately (jointly and severally), and will operate to the benefit of you, your successors and assigns.

WARRANTY

I warrant that the obligations incurred in accordance with the terms of the above referenced Retail Instalment Contract and this Mortgage are primarily for my personal, family or household purposes.

IN WITNESS WHEREOF, (I-we) have hereunto set (my-our) hand(s) and seal(s) this 17th day of NOVEMBER, 19 90

David Noble (Seal)

(Typed) DAVE NOBLE

Cheri Noble (Seal)

(Typed) CHERI NOBLE

ACKNOWLEDGMENT
STATE OF OREGON
COUNTY OF JACKSON

The foregoing instrument was acknowledged before me this 17th day of NOVEMBER, 19 90 by David Noble & Cheri Noble

Noble

(Typed) _____

(Seal)

(Title)


My commission expires 3-18-92

24405

MORTGAGEE'S ASSIGNMENT

MORTGAGEE'S ASSIGNMENT

The Mortgagee under this Real Estate Mortgage hereby assigns to The CIT Group/Sales Financing, Inc. the within Real Estate Mortgage and all right, title and interest of the Mortgagee therein. This Assignment shall bind the respective heirs, executors, administrators, successors and representatives of the parties hereto.



The Mortgagee under this Real Estate Mortgage shall be the Mortgagee herein. This Assignment shall bind the respective heirs, executors, administrators, assigns and assigns of the Mortgagee herein.

Mary Staten
(Signature of Mortgagee)
WILDWOOD HOMES BY MARY STATEN, SECRETARY

(Typed) _____ (Name)
(Title) _____

(Name) _____
(Date) _____

STATE OF OREGON
COUNTY OF JACKSON

SS:

11/17/90

MARY STATEN

SECRETARY

The foregoing instrument was acknowledged before me this

of WILDWOOD HOMES

(Title) Rosa M. Heller
Notary Public
Corporate Treasurer

My commission expires _____

213193

ATTACHMENT "A"

PARCEL 1: All of that portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ lying north of the Northerly right of way line of the Dairy-Bonanza Highway in Section 36, Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, in the County of Klamath, State of Oregon EXCEPTING THEREFROM the Easterly 30 feet of said property.

PARCEL 2: All of that portion of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and that portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ lying North of the Northerly right of way line of the Dairy-Bonanza Highway in Section 36, Township 38 South, Range 11 $\frac{1}{2}$ east of the Willamette Meridian, in the County of Klamath, State of Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 10th day
of Dec. A.D., 19 90 at 11:32 o'clock A.M., and duly recorded in Vol. M90,
of Mortgages on Page 24404.

FEE \$18.00

Evelyn Biehn . County Clerk

By Pauline Mullenbore