

THIS MORTGAGE is made this 26 day of September, 1990, and between James W Cuff & Patricia Cuff, 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 one hundred eighty one dollars (\$3181.00) 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: 3448 Cartersen Ave.

Legal Description: Beginning at a point in the Northerly boundary of Tract No. 33, Altamont Small Farms, said point being 214 feet distant from the Northwest corner of said tract; thence South 88°46' East along the said Northerly boundary of said tract, 107.0 feet; thence South 0°11' West 200.0 feet, more or less, to a point in the Southerly boundary of said tract; thence North 88°46' West along the said Southerly boundary of said tract, 107.0 feet; thence North 0°11' East 200.0 feet, more or less, to the point of beginning.

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 Sept 26, 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, 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.

James W Cuff
Patricia Cuff

STATE OF OREGON

COUNTY OF KLAMATH

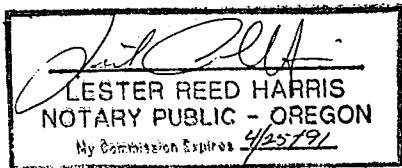
ss.

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On this 26th day of September, 1990, before me, the undersigned notary public, personally appeared Melanie Morrisett, personally known to me, who was the subscribing witness to the foregoing Mortgage, who being sworn, stated that he/she resides at 1747 Hope St. Klamath Falls Oregon, and that he/she was present and saw James and Patricia Cuff, 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.

Melanie L Morrisett
Subscribing Witness

NOTARY PUBLIC FOR OREGON
My commission expires: _____



STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

CP National
on this 12th day of Dec. A.D., 1990
at 2:15 o'clock P. M. and duly recorded
in Vol. M90 of Mortgages Page 24647.
Evelyn Biehn County Clerk
By Candace Mulendore
Deputy.

Fee, \$8.00

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

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