23652 MORTGAGE Vol.mgo Page 24653 THIS MORTGAGE is made this 29th day of October, 199., and between <u>Balanis</u> <u>Balanis</u>, <u>9</u> <u>Martial Bas</u>, <u>199.</u>, and between to CP National Corporation, a California corporation, ("CP National"), Mortgager, Mortgagor has entered into a contract with, and is obligated to, CP National"), Mortgagee. the sum of <u>Balanistic Contract with</u>, and is obligated to, CP National for and does hereby grant, bargain, sell and convey unto said CP National that certain property situated in <u>Contract</u> on the sum of <u>Contract</u> of <u>Contract of Contract of Contract of</u> Hamout (Street Address: 4230 _U * Legal Description: North 60 FEET of Lot 21 Pasitas Addition Klamath Courty, OR. 601 , together with the tenements, hereditaments and appurtenances appertaining thereto. 5 This conveyance is intended as a mortgage to secure the payment of the contract between CP National and Mortgagor dated 27 0070858, 1940. 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, <u>NOVEMBER</u>, 1940. 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. Fall Klamath When the Mortgagor pays all sums, including principal and interest, owing to CP National under the terms of the aforementioned contract, this conveyance 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 foreclosure proceeding, including reasonable attorneys fees and the surplus, if any, shall be paid over to Mortgagor or Mortgagors' heirs or assigns. 310**,** Вох PO MORTGAGOR ACKNOWLEDGES RECEIPT OF A COPY OF THIS MORTGAGE. National amo B Boskya 10/29/90 nihell Boshinge 10.24-90 3 STATE OF OREGON ss. COUNTY OF Klamath On this 27 day of Car November, 1990 before me, the undersigned notary public, personally appeared Kath, 1990 before me, the undersigned known to me, who was the subscribing witness to the foregoing Hortgage, who being sworn, stated that he/she resides at 1891 before was present and saw Freins Oregon, and that he/she was present and saw 3 Return 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 each subscribing witness acknowledged said montgage to be the voluntary act and said subscribing witness acknowledged said mortgage to be the voluntary act and Subscribting Witness NOTARY PUBLIC FOR OREGON My commission expires: LESTER REED HARRIS STATE OF OREGON, NOTARY PUBLIC - OREGON Hy Commission Expires 425/91 County of Klamath SS. Filed for record at request of: CP National on this <u>12th</u> day of <u>Dec.</u> A.D., 19 <u>90</u> at <u>2:16</u> o'clock <u>P</u> M. and duly recorded M90 of Mortgages Page 24653 Evelyn Biehn County Clerk Rouline Mullendore By Deputy. Fee, \$8.00