Vol.<u>mg/</u> Page\_3401 MORTGAGE **26267** THIS MORTGAGE is made this **26** day of **December** 1982, and between to CP National Corporation, a California corporation, ("CP National"), Mortgage. Mortgagor has entered into a contract with, and is obligated to, CP National for the sum of <u>42400</u> Tarenty 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>Klamoth</u> County, Oregon, described as follows: 26267 , Mortgagor, Street Address:\_\_\_\_ 5146 Bristol Legal Description: HOMEDALE GARDEN TRACTS NO. 11, SECTION 11 LOT 2100 TOWNSHIP 39 SOUTH, RANGE 9 KIAMATH COUNTY, OR. 97601 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 <u>JUDECABSE</u> 1920. 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>TOLUCOU</u>, 19<u>91</u>. 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 delinguent. "9| FEB ? " PN 2 03 PO Box 310, Klamath Falls, OR 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 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 National STATE OF OREGON COUNTY OF Kamath On this <u>T</u> day of <u>anuary</u>, 1991, before me, the undersigned notary public, personally appeared <u>ARLITING</u> (<u>TRANSOM</u>, personal known to me, who was the subscribing witness to the foregoing Mortgage, who being sworn, stated that he/she resides at <u>11.30</u> <u>Alury</u> <u>39</u> <u>Summathy fulls</u> Oregon, and that be she was present and saw personally known to said subscribing witness to be the person(<del>s</del>) whose name(<del>s</del>) were subscribed to the within Mortgage, exercise and arknowledge the same, and , personally 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. al Cir Subscribing Witnes NOTARY PUBLIC FOR OREGON My commission expires: LESTER REED HARRIS NOTARY PUBLIC - OREGON STATE OF OREGON, Ny Commission Expires 425-9 County of Klamath Filed for record at request of: CP National on this 25th day of <u>Feb.</u> A.D., 19 91 2:03 \_ o'clock \_ P\_M. and duly recorded at in Vol. M91 \_ of <u>Mortgages</u> Page <u>3401</u> Evelyn Biehn County Clerk By QAuline Mulendere Deputy. Fee, \$8.00

ម

ц С

Return