

## MORTGAGE

277777

THIS MORTGAGE is made this 18 day of January, 1991, and between Randon J. Adams & Janet C. Adams, 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 four thousand eight hundred dollars (\$4,800.00) 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: 1738 Arthur St.

Legal Description: PARCEL I: Beginning at the Southeast corner of Lot 2, Block 1, in HOME ACRES, a sub-division of the Enterprise Tracts of Klamath County, Oregon; thence running West 75 feet to the center of said Lot 2; thence running North 100 feet; thence east 75 feet to the East line of said Lot 2; thence South to the place of beginning.

PARCEL II: The Southerly 103 feet of the westerly one-half of Lot 2, in Block 1, of HOME ACRES, according to the official plat thereof on file in the records of Klamath County, Oregon.

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 19, 1991. 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, 19, 1991. 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.

Randon J. Adams  
Janet C. Adams

STATE OF OREGON

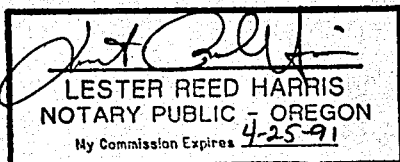
COUNTY OF Klamath } ss.

On this 23<sup>rd</sup> day of January, 1991, before me, the undersigned notary public, personally appeared Melanie L. 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 RANDON J. ADAMS & JANET C. ADAMS, 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 4th day of April A.D., 19 91  
at 10:20 o'clock A M. and duly recorded  
in Vol. M91 of Mortgages Page 6056  
Evelyn Biehn County Clerk  
By Pauline Muelendor  
Deputy.

Fee, \$8.00

Return to: CP National PO Box 310, Klamath Falls, OR 97601  
APR 20 1991