27779 MORTGAGE Vol.<u>maj</u> Page 6058 THIS MORTGAGE is made this 29 day of <u>Aurophy</u>, 199/, and between <u>APPOND</u> (<u>MCCTSON</u>) & <u>MCCTAR</u>, 199/, and between 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 <u>MULTINIC AUROPHY</u> Dollars (<u>\$ 3406</u>) and does hereby grant, bargain, sell and convey unto said CP National that certain property situated in <u>Aurophy</u> County, Oregon, described as follows: Street Address: 2121 Kimberly UR Legal Description: LOT 11 in BLOCK 2 08 TRACT NO. 1120 Second addition to EAST Hills Klamath County OREGON. 20 Stogether 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>20. Torreacy</u>, 1947. 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>MANAH</u>, 1946. This mortgage is subject to any and all prior liens and encumbrances of record against the above property. The Mortgagor approx to pay and keep current all real property tayor and any amounts The Mortgagor agrees to pay and keep current all real property taxes and any amounts gridue 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 Nortgagor 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, 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 WIIS MORTGAGE. STATE OF OREGON COUNTY OF Klemath On this 12th day of February, 1991, before me, the undersigned notary public, personally appeared <u>Kristine</u> <u>Canson</u>, personal known to me, who was the subscribing witness to the foregoing Mortgage, who being sworn, stated that he/she resides at <u>11630</u> <u>HILL 39</u> <u>Mortgage</u>, who being <u>Damitta for so</u> oregon, and that he/she was present and saw <u>personally known to said subscribing witness to be the person(s) whose name(s)</u> were subscribed to the within Mortgage, execute and acknowledge the same, and cald subscribing witness acknowledged said mortgage to be the voluntary act and , personally sald subscribing witness acknowledged sald mortgage to be the voluntary act and deed of the person(s) signing said Mortgage. 2.Pen Subscribing Hitnes NOTARY PUBLIC FOR OREGON My commission expires: LESTER REED HARRIS NOTARY PUBLIC - OREGON My Commission Expires 4/2-5/91 STATE OF OREGON, SS. County of Klamath Filed for record at request of: CP National on this \_\_\_\_\_\_ day of \_\_\_\_\_ April\_ A.D., 19 91 at <u>10:20</u> o'clock <u>A</u> M. and duly recorded in Vol. <u>M91</u> of Mortgages Page 6058 \_ of <u>Mortgages</u> Page <u>6058</u> Evelyn Biehn n Biehn County Clerk By <u>Occulince Muslimeter</u> Deputy. Fee, \$8.00 

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