

49617

Vol. 177 Page 39632**MORTGAGE**

0250-082641

I, (we), the undersigned Donald and Anita Struble
(hereafter "Mortgagor" whether one or more) do hereby mortgage and warrant to The Pacesetter Corporation, a Nebraska corporation, a/k/a Pacesetter Products, Inc., (hereafter "Mortgagee"), its successors and assigns, that property legally described as:

97 DEC -5 AIO:58
A tract of land situated in Lot 8 and Lot 9, Block 2 of SUBDIVISION OF TRACTS 2B and 3, HOMEDALE, in the NE 1/4 NE 1/4 of section 11, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northeasterly corner of said Lot 8, thence South 00 degrees 00'09" East 154.90 feet to the Southeasterly corner of of said Lot 8, thence North 50 degrees 57'37" West, along the line common to said Lots 8 and 9, 416.05 feet; thence North 76 degrees 34'13" West 42.68 feet to the West line of said Lot 9; thence North 00 degrees 20'00" East, along the West line (hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract

Number 30526, dated November 12, 19 97, having an Amount Financed of \$ 7700.00 together with Finance Charges provided therein (hereafter the "indebtedness").

of said Lots 8 and 9, 59.90 feet more or less to a point from which the Northwesternly corner of said Lot 8 bears North 00 degrees 20'00" East 77.10 feet; thence North 82 degrees 05'19" East 34.49 feet; thence North 89 degrees 48'06" East 69.57 feet to a point on the Northerly line of said Lot 8; thence South 55 degrees 04'30" East 317.83 feet to the point of beginning, and with bearings based on recorded Survey No. 1303.

Please return the recorded instrument to: Pacesetter Corporation
12775 NE Marx Street
Portland OR 97230

The Mortgagor covenants with the Mortgagee, while this Mortgage remains in force, as follows:

1. To pay the indebtedness represented by the above-described Retail Installment Sales Contract together with all finance charges provided therein in the time and manner therein described.
2. To pay all taxes, assessments, water rates and other charges that may be levied or assessed upon or against the premises within 30 days after the same shall become due and payable.
3. To keep all the improvements erected on the premises continually intact and in good order and repair and to permit or suffer no waste of said premises.
4. If default shall be made in the payment of the indebtedness, or any part thereof, or in the performance of any of the covenants and agreements contained in the said Retail Installment Sales Contract and/or herein contained, the entire indebtedness secured hereby remaining unpaid shall at once become due and collectible if the Mortgagee so elects, without notice of such election.
5. In the event the ownership of the premises or any part thereof becomes vested in a person other than the Mortgagor, Mortgagee may deal with such successor or successors in interest with reference to this Mortgage and the indebtedness hereby secured in the same manner as with the Mortgagor, without in any manner vitiating or discharging the Mortgagor's liability hereunder, or upon the indebtedness hereby secured.

Mortgagor hereby waives any and all rights Mortgagor may have pursuant to Oregon Revised Statutes §88.040, commonly referred to as the "One Action Rule." Mortgagee may take action against Mortgagor and with respect to any security given by Mortgagor to Mortgagee under this Mortgage, the Retail Installment Sales Contract or otherwise in any order or simultaneously as Mortgagee may deem prudent.

Dated this 12th day of November, 19 97.

THE PACESETTER CORPORATION
a Nebraska corporation

By: _____

Grant Newhouse

Donald E. Struble
MORTGAGOR

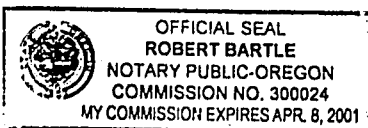
Donald E. Struble
MORTGAGOR

11-12-97
DATE

Anita Struble
MORTGAGOR

Anita Struble
MORTGAGOR

11-12-97
DATE



State of Oregon

County of Klamath } ss.

The foregoing instrument was acknowledged before me on this 12th day of November 19 97, by Don/Anita STRUBLE, the above designated Mortgagor(s).

Notary Public Robert Bartle

Printed Name ROBERT BARTLE State OR

My commission expires: APRIL 08 2001

ACKNOWLEDGMENT OF NOTARY PRESENCE

I (We) hereby confirm that the Notary Public whose name appears within did personally appear, sign and seal this document in my (our) presence.

Initials: df

Buyer df

Co-Buyer

Please return the recorded instrument to:

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12775 NE Marx Street
Portland OR 97230

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacesetter Corporation the 5th day of December A.D., 19 97 at 10:58 o'clock A. M., and duly recorded in Vol. M97 of Mortgages on Page 39632.

FEE \$15.00

By Bernetha G. Letsch, County Clerk
Kathleen Rose