

50816

Please return to:  
Pacesetter Corporation  
12775 NE Marx Street  
Portland, Oregon. 97230

97 DEC 30 P1:51

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**MORTGAGE**

I, (we), the undersigned William Heryford  
(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:

Beginning at a point 40 feet South and 659.4 feet East of the Northwest corner of the NE1/4 NW1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence East along the South line of the said NE1/4 NW1/4 329.7 feet; thence North 1230.00 feet more or less, to the South line of the Miller Island Road; thence West along the South line of said road, 329.70 feet to the point of beginning.

(hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract

Number 30315, dated November 14, 19 97, having an Amount Financed of \$ 3860.00 together with Finance Charges provided therein (hereafter the "indebtedness").

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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 Mortgagor may deem prudent.

Dated this 14<sup>th</sup> day of NOV., 19 97.

THE PACESETTER CORPORATION  
a, Nebraska corporation

By:

[Signature]

William Heryford  
MORTGAGOR

11-14-97  
DATE

MORTGAGOR

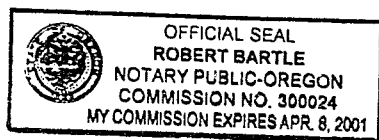
N/A

DATE

State of Oregon

County of KLAMATH } ss.

The foregoing instrument was acknowledged before me on this 14<sup>th</sup> day of NOV., 19 97, by William HERYFORD, the above designated Mortgagor(s).



Notary Public

Robert Bartle

Printed Name

ROBERT BARTLE State OR

My commission expires:

APRIL 8, 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: WH Buyer N/A Co-Buyer

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

Pacesetter Corp.

on this 30th day of December A.D., 1997  
at 1:51 o'clock P. M. and duly recorded  
in Vol. M97 of Mortgages Page 42353

Bernetha G. Letsch, County Clerk

By

Kathleen Ross

Fee, \$15.00

Deputy.

Please return the recorded instrument to: