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

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MORTGAGE

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1052

I, (we), the undersigned <u>RUSSELL AND TERESA MUNSON</u> (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:

Block 3, Lot 1' Moyine 2nd Addition.

(hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract Number <u>30280</u>, dated <u>December 3</u>, 19 97, having an Amount Financed of \$ _3525.00 together with Finance Charges provided therein (hereafter the "indebtedness").

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#250-83359

30280

1053 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

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

December Dated this_ day of THE PACESETTER CORPORATION a, Nebraska corporation Bv: SMMFeno State of Oregon County of _____ The foregoing instrument was acknowledged before me on this _____ December 19 97 OFFICIAL SEAL . bv designated Morigagor(s). ____, the above SCOTT A BOAG NOTARY PUBLIC-OREGON COMMISSION NO. 062728 MY COMMISSION EXPIRES MAR. 12, 2001 Notary Public Printed Name My commission expires:_ MORCH ACKNOWLEDGMENT OF NOTARY PRESENCE I (We) hereby confirm that the Notary Public whose name appears within the personally appear, sign and seal this document in my (our) presence. Initials: Buver STATE OF OREGON: COUNTY OF KLAMATH : 55. Filed for record at request of Pacesetter Corp. A.D., 19 98 at 1:16 o'clock of_ January _ the P.M., and duly recorded in Vol. day of Mortgages M98 _ on Page __ 1052 FEE \$15.00 Bernetha G. Letsch, County Clerk By Athun Know