96 LCF 20 A10:34

MORTGAGE

250-89331

(ma) the contract of the contr		
I, (we), the undersigned Leon and Patricia Durham (hereafter "Mortgagor" phoeb		
(hereafter "Mortgagor" whether one or more) do hereby mortgage its successors and assigns, that property legally described as:		
poration, a Nebraska corporation and hereby mortgage	and programs	CFI.
its successors and assigns the polation, a/K/2 Pacesetter products	and Mariant to	The Pacesetter
assigns, that property legally described	inc., (hereafter	"MAnatas - "
acsembed as:	() = 1	morigagee"),
Lot 2, Block 13 Former	- 40.	

Lot 2, Block 13, Fairview Addition #2, Klamath Falls, Klamath County, Oregon.

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

(hereafter the "premises") to secure payment of	
(hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract	
-, watcu september 19	
of \$11774.00 together with Finance Charges provided therein (hereafter the "indebted	mant Ca
(actually the indeplet	iness").

The Mongagor 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 clects, 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 \$88.940, 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

Dated this 10	ay of Santa land
a, Nebraska o	corporation
BY Whatale	
	Leon of hour
Michailah S. V	1333 4
•	Patricia A. Durham
	31316.01.0
	County of Klawath
	The foresping inner
OFFICIAL SEAL	The foregoing instrument was acknowledged before me on this 19 day of
NOTADL A SUAC	original de la compagnitation
A COLUMN TO A COLU	EGON DONE
MY COMMISSION NO. 06	12 may
	SCOLL A ROBE
	Condition expires: Via not 12
ACKNOWLEDGMENT OF NOTARY PRESENT	
I (We) hereby confirm that the Novary Public did personally appear sign and seat this doc-	C whose name appears within
include: XOD	CA (out) prosence
Buyer	
	아는 이 이름이는 사용하는 그를 모음하려면 하는 모든 이 이름
Please return the records	ed instrument to: Pacesetter Corporation 12775 NE Mark Street
allo recorde	d instrument to: Pagesorter of
STATE OF STATE	12775 NE Mark Street
STATE OF OREGON: COUNTY OF KL	AMATH: 55. Portland OR 97230
C173 .*	
October AD. 19 9	Pacesetter Corp. the 20th 98 at 10:34 o'clock A. M., and duly recorded in Vol. M98 day Mortgages on Page 38349 38349
of	Mortgages O'clock A. M., and duly recorded in Vol. 1988 day
FEE \$15.00	on Page 38349
•	By Kathliam Koza
	The same of the sa