

71979

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'98 DEC 23 AM 11:28

**MORTGAGE**

250-90321

I, (we), the undersigned Leon and Patricia Durham  
(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:

Lot 2, Block 13, Fiarview 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 a certain Retail Installment Sales Contract  
Number 30920, dated November 3, 19 98, having an Amount Financed  
of \$ 13400.00 together with Finance Charges provided therein (hereafter the "indebtedness").

30920

46932

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 3 day of November, 1998.

THE PACESETTER CORPORATION  
a, Nebraska corporation

By: Michailah S. Williams

Michailah S. Williams

MORTGAGOR

MORTGAGOR

Leon O. Durham

Leon O. Durham

Patricia A. Durham

11-3-98

11-3-98

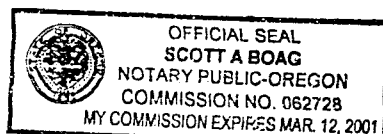
DATE

DATE

State of Oregon

County of Klamath } ss.

The foregoing instrument was acknowledged before me on this 3 day of November, 1998, by Leon/Patricia Durham, the above designated Mortgagor(s).



Notary Public

Printed Name Scott A. Boag State OREGONMy commission expires: March 12, 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: L.P.D. Buyer P.A.D. Co-Buyer

Please return the recorded instrument to:

Pacesetter Corporation  
12775 NE Marx Street  
Portland OR 97230

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacesetter Corp. the 23rd day of December, A.D., 19 98 at 11:28 o'clock A. M., and duly recorded in Vol. M98 of Mortgages on Page 46931.

FEE \$15.00

By Bernetha G. Letsch, County Clerk  
Kathleen Ross