## 1999 JUN 17 AM 11: 05

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## MORTGAGE

7250-5431

I, (we), the undersigned <u>David and Georgia Bollinger</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:

A parcel of land in Section 32, Township 39 South, Range 10 East of the Wilammette Meridian, Klamath County, Oregon, more particularly described as follows:

Begining at the Northwest corner of the NE 1/4 of Section 32, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; thence South along the West line of the NE 1/4 NW 1/4 490.0 feet; thence parallel to the North line of the Ne 1/4 NW 1/4 205.0 feet; thence North parallel to the West line of the Ne 1/4 NW 1/4 490.0 ffet; thence West along (hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract

Number 32734, dated May 13, 19, 99, having an Amount Financed of \$ 3820.00 together with Finance Charges provided therein (hereafter the "indebtedness").

the North line of ne 1/4 NW 1/4 205.0 feet to the point of begining, LESS a 60 foot right of way for Hill Road and subject to a 30 foot road easement lying Southerly and adjacent to the Hill Road, and a 15 foot easement along the East side of the parcel described.

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

## **3858** 32734

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

Dated this 13 day of Ma	y 19 99
THE PACESETTER CORPORATION a, Nebraska corporation  By:  Michailah S. Williams	· · · · · · · · · · · · · · · · · · ·
OFFICIAL SEAL  JASON PERSINGER  NOTARY PUBLIC-OREGON  COMMISSION NO. 320776  MY COMMISSIC: EXPIRES FEB. 16, 2003	State of Oregon  County of Klamath  The foregoing instrument was acknowledged before me on this 13 day of May 19 99, by David & Graya Bellings, the above designated Mortgagor(s).  Notary Public Joseph Personger  Printed Name Tasan Persinger State OR  My commission expires: FUB, 16, 2003
CKNOWLEDGMENT OF NOTARY PRESENCE (We) hereby confirm that the Notary Public whose name appears lid personally appear, sign and seal this document in my (our) pr	s within
ACR	State of Oregon County of Views

Initials: DEB Buyer

State of Oregon, County of Klamath Recorded 6/17/99, at 11:05 a . m. In Vol. M99 Page 23857 Linda Smith, County Clerk Fee\$ 15 KR

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