

**MORTGAGE**Vol M01 Page 217

I, (we), the undersigned Steven and Arlene Grimes  
(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 22, Block 31, Hot Springs Addition to the City of Klamath Falls, Klamath County, Oregon.

Unofficial Copy

(hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract Number 33474, dated December 7, 2000, having an Amount Financed of \$ 6610.00 together with Finance Charges provided therein (hereafter the "indebtedness").

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 7<sup>th</sup> day of December, 2000.

THE PACESETTER CORPORATION  
a, Nebraska corporation

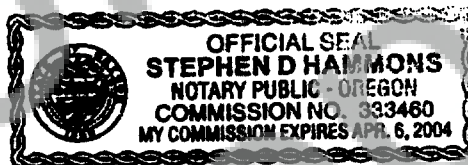
By: Stephen D. Hammons

Stephen D. Grimes  
MORTGAGOR

12-7-00  
DATE

Arlene R. Grimes  
MORTGAGOR

12-7-00  
DATE



State of Oregon }  
County of KLAMATH } ss.

The foregoing instrument was acknowledged before me on this 7<sup>th</sup> day of

December, 2000, by STEVEN D. GRIMES & ARLENE R. GRIMES  
the above designated Mortgagor(s).

Notary Public Stephen D. Hammons  
Printed Name STEPHEN D. HAMMONS State OR  
My commission expires: APRIL 6, 2004

#### ACKNOWLEDGEMENT 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: SDG Buyer AG Co-Buyer

Please return the recorded instrument to:

State of Oregon, County of Klamath  
Recorded 01/03/01, at 9:32 a.m.  
In Vol. M01 Page 217  
Linda Smith,  
County Clerk Fee\$ 26.00 5.00 apa

et.  
PACESETTER CORPORATION  
10461 OLD PLACERVILLE RD  
SUITE 170  
SACRAMENTO CA 95827