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## **MORTGAGE**

0282-29974

I, (we), the undersigned Barbara Curry, Forrest Curry and Kenneth Curry (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:

Lots 2 and 3, Block 55, Supplemental Plat to the City of Malin, Klamath County.

(hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract Number 33453, dated December 7, 2000, having an Amount Financed of \$ 12,000 000 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 day of Decamber_	2000
THE PACESETTER CORPORATION  a, Nebraska corporation  By: Stephen D Hammons	Spanford curry 12/7/00  MORTGAGOR BARBATA CURRY 12/7/00  MORTGAGOR FORTEST CURRY 12/7/00  MORTGAGOR FORTEST CURRY 12/7/00  DATE  DATE  12/7/00
State of Oregon  County of  The foregoing instrument was acknowledged before me on this  Decomber  Decombe	OFFICIAL SEAL STEPHEN D HAMMONS NOTARY PUBLIC - OREGON COMMISSION NO. 333460 MY COMMISSION EXPIRES APR. 6, 2004  day of CARRY Kenneth Curry  Kenneth Curry  Commission Curry  Carry  Car
Notary Public State Of Harmons  Printed Name APRIL 6, 2004	e
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:  Buyer  Co-Buyer	State of Oregon, County of Klamath Recorded 01/03/01, at <u>9.3½a</u> .m. In Vol. M01 Page <u>2/4</u> Linda Smith, County Clerk Fee\$ 26
Please return the recorded instrument to:	

Pacesetter Corp.
10461 Old Placerville Rd #170
Sacramento, Ca 95827