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MORTGAGE
282-31061

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I, (we), the undersigned George R. Becks, Inc (Sandy Field Pres) (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 situated in the SW $\frac{1}{4}$ of Section 27, the SE $\frac{1}{4}$ of Section 28, the NE $\frac{1}{4}$ of Section 33 and the NW $\frac{1}{4}$ of Section 34, all in Township 39 South Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at point in the centerline of Hill Road, said point being South 22° 05' 20" West a distance of 3532.29 feet from the Northeast corner of said Section 29; thence South 89° 42' 48" East 105.07 feet to the approximate Westerly shore line of Nuss Lake; thence continuing South 89° 42' 48" East 850.00 feet to a point in said Nuss Lake; thence north 87° 52' 51" East 2762.60 feet to the approximate Easterly shore line of said Nuss Lake; thence North continuing North 87° 52' 51" East 36.50 feet to a 5/8 inch iron pin on the Westerly right of way line of the U.S.S.R. F-1 Canal; thence Southerly and Westerly along the Weasterly and Northerly right of way line of said of said F-1 Canal to the to the Easterly right of way line of said Hill Road; thence North 89° 42' 48" next 30.00 feet to the centerline kof said Hill Road; thence North 00° 17' 12" East 1780.39 feet to the point if beginning. Also known as 3 of Minor Land Partion 28-83. Less and Except the following portion:

A tract of land being a portion of Parcel 3 of Land Partion 28-83 to be added to Parcel 2 of said LAnd Partion for Property Line Adjustment 29-98, situated in the SE $\frac{1}{4}$ of Section 23 and the SW $\frac{1}{4}$ of Section 27, TOWNSHIP 39 South Range 10 East pf teh Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of said Parcel 2; thence North 87° 52' 51" East along common to said Parcel 2 and 3 2762.60 feet; thence soth 06° 40' 48" West 323.00 East: thence South 87° 52' 51" West 2713.72 feet; thence North 02 ° 01' 37" Weast 319.20 East to the point of beginning with hearings based on record of Survey 4048.

When recorded return to
Pacesetter Corp
10461 Old Placerville Rd 170
Sacramento Ca 95827

(hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract Number 33539 33664 ^{PR}, dated May 4, 2006, having an Amount Financed of \$ 5,722.00 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 4 day of may, 2001.

THE PACESETTER CORPORATION
a, Nebraska corporation

☒ Soony Field
MORTGAGOR Soony Field DATE
☒
MORTGAGOR DATE

By: [Signature]

State of Oregon }
County of Klamath } ss.

The foregoing instrument was acknowledged before me on this 4 day of may, 2001, by George R Beggs Inc. (Soony Field Pres) the above designated Mortgagor(s).

Notary Public [Signature]
Printed Name Patrick Hoskins State OR
My commission expires: march 28 2005

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: ☒ ScJ Buyer ☒ _____ Co-Buyer



Please return the recorded instrument to:

State of Oregon, County of Klamath
Recorded 06/04/01, at 10:01 A .m.
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Linda Smith,
County Clerk Fee \$ 26.00