

MORTGAGE
282-31293

I, (we), the undersigned Tony R. Biles & Annette S. Biles
(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 lying within the bounds of that tract of property recorded in Vol. 222 at Page 301, Deed Records Klamath County, Oregon, described therein as being a portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County Oregon, and being more particularly described as follows: Beginning at the Northwest corner of above said tract of real property, which corner is described as bearing East along the Section line 2074.11 feet, and North $25^{\circ}22'$ west 761.0 feet from the Section quarter corner of Said Section 28 and which corner is also described as being on the Southerly right of way boundary of the Klamath Falls-Ashland Highway; thence North $67^{\circ}02\frac{1}{2}'$ East along said right of way boundary 413.00 feet to the common boundary of those tracts of land recorded in Microfilm M67, at page 3540 and 6497 of Deed Records of Klamath County, Oregon; Thence South $25^{\circ}22'$ East along said common boundary 275.21 ft to the most Southwesterly corner of that tract of land recorded in M67 at page 6497, Deed Records aforesaid, which corner is the true point of beginning of this description; thence continuing South $25^{\circ}22'$ East along The East boundary of that tract of land recorded in M67, at page 3540 of Deed Records, a distance of 514.89 ft to the, more or less, to a $\frac{1}{2}$ inch iron pipe on the Northerly right of way boundary of Weyerhaeuser Road; thence North $55^{\circ}41'$ East along same 200 ft to the Westerly right of way line of the existing county road; thence North parallel to the Section line along the Westerly line of the County Road a distance of 49 ft, more or less, to a point; thence North $35^{\circ}3'$ West along same 400 ft, more or less, to the Southeast corner of that tract of land recorded M67, at page 6497 Deed Records aforesaid; thence South $47^{\circ}20'$ West along the South Boundary of said tract 190,64 ft to the true point of beginning.

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 33591, dated May 24, 2001, having an Amount Financed of \$ 5300.00 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 24 day of May, 2001.

THE PACESETTER CORPORATION
a, Nebraska corporation

By: *Patrick Hoskins*

⊗ *Annette S. Biles* 5/24/01
MORTGAGOR Annette Biles DATE

⊗ *Tony R. Biles (AIF)* 5/24/01
MORTGAGOR Tony R Biles DATE

State of Oregon }
County of Klamath } ss.

The foregoing instrument was acknowledged before me on this 24 day of May, 2001, by Tony R Biles & Annette S. Biles, the above designated Mortgagor(s).

Notary Public *Patrick Hoskins*
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: ⊗ *AS* Buyer ⊗ *TRB (AIF)* Co-Buyer



Please return the recorded instrument to:



Barbara Guynn is not responsible for any money or payments from sales contract

BILES JOB

X Patrick Hoskins Barbara Guynn go to Tony Annett with Pacesetter

VENDOR'S CONSENT TO MORTGAGE

The undersigned (hereafter "Vendor" whether one or more) as record owner of the property at the Address described on a certain Installment Sales Contract No. 33575 (the "Sales Contract") dated 5-24-01

by and between The Pacesetter Corporation, as Seller, and Annett, S. Biles & Tony R. Biles as Buyer(s) for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, docs hereby mortgage, convey and transfer to The Pacesetter Corporation the following described property:

28861

Pleas See Exhibit A

(the Real Estate) as security for Buyer's payment of the obligations created by the Sales Contract. Vendor shall have no individual or personal liability for the obligations created by said Sales Contract. Vendor states that the Real Estate is not the Vendor's principal dwelling; the Real Estate is not occupied by the Vendor; and Vendor has contracted to sell the Real Estate to the above-named Buyer(s).

DATED 5-31 1999 2001 Patricia E. Graham 05-31-01

Barbara L. Guynn Vendor

Witness Virginia Allen

N/A Vendor

THE PACESETTER CORPORATION

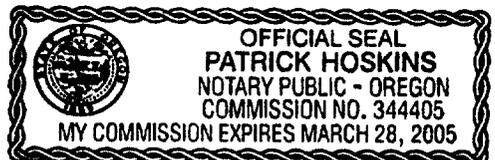
By Patrick Hoskins

State of Oregon County of Klamath } SS.

Before me the undersigned Notary Public personally appeared Barbara L. Guynn known to me to be the above-named Vendor(s) and he/she/they did acknowledge the execution of the foregoing Vendor's Mortgage as his/her/their voluntary act and deed.

DATED May 31, 2001

Notary Public EXP March 28 2005



VENDOR CONFIRMATION INFORMATION (Must be completed. Follow-up will be performed). Barbara Guynn Vendor's printed name 325 Hillside Av. Street address Klamath Falls, OR 97601 City, state and zip (541) 884-0212 Phone number (with area code) Kelly Roche Confirmed by

Prepared by The Pacesetter Corporation

Exhibit A

A parcel of land lying within the bounds of that tract of property recorded in Vol. 222 at Page 301, Deed Records Klamath County, Oregon, described therein as being a portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 28, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County Oregon, and being more particularly described as follows: Beginning at the Northwest corner of above said tract of real property, which corner is described as bearing East along the Section line 2074.11 feet, and North $25^{\circ}22'$ west 761.0 feet from the Section quarter corner of Said Section 28 and which corner is also described as being on the Southerly right of way boundary of the Klamath Falls-Ashland Highway; thence North $67^{\circ}02\frac{1}{2}'$ East along said right of way boundary 413.00 feet to the common boundary of these tracts of land recorded in Microfilm M67, at page 3540 and 6497 of Deed Records of Klamath County, Oregon; Thence South $25^{\circ}22'$ East along said common boundary 275.21 ft to the most Southwesterly corner of that tract of land recorded in M67 at page 6497, Deed Records aforesaid, which corner is the true point of beginning of this description; thence continuing South $25^{\circ}22'$ East along The East boundary of that tract of land recorded in M67, at page 3540 of Deed Records, a distance of 514.89 ft to the, more or less, to a $\frac{1}{2}$ inch iron pipe on the Northerly right of way boundary of Weyerhaeuser Road; thence North $55^{\circ}41'$ East along same 200 ft to the Westerly right of way line of the existing county road; thence North parallel to the Section line along the Westerly line of the County Road a distance of 49 ft, more or less, to a point; thence North $35^{\circ}3'$ West along same 400 ft, more or less, to the Southeast corner of that tract of land recorded M67, at page 6497 Deed Records aforesaid; thence South $47^{\circ}20'$ West along the South Boundary of said tract 190,64 ft to the true point of beginning.

State of Oregon, County of Klamath
 Recorded 06/18/01, at 9:11a m.
 In Vol. M01 Page 28859
 Linda Smith,
 County Clerk Fee \$ 36⁰⁰