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282-31277

MORTGAGE

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I, (we), the undersigned Marlin Vail
(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:

PLEASE SEE EXHIBIT "A", ATTACHED HERETO AND MADE PART HEREOF:

(hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract Number 33605, dated May 31, 2001, having an Amount Financed of \$ 11,637.00 — together with Finance Charges provided therein (hereafter the "indebtedness").

33605 57561

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 31 day of May, 2001.

THE PACESETTER CORPORATION
a, Nebraska corporation

By: Patrick Hoskins

<input checked="" type="checkbox"/> <u>Marilyn Vail</u>	DATE
MORTGAGOR	
<input checked="" type="checkbox"/> <u>Leon Anderson</u>	DATE
MORTGAGOR	
<input checked="" type="checkbox"/> <u>Raymond H. Anderson</u>	<u>6/15/01</u>
<input checked="" type="checkbox"/> <u>Sylvia Johnson</u>	

State of Oregon }
County of Klamath } ss.

The foregoing instrument was acknowledged before me on this 31 day of May, 2001, by Marilyn Vail the above designated Mortgagor(s).

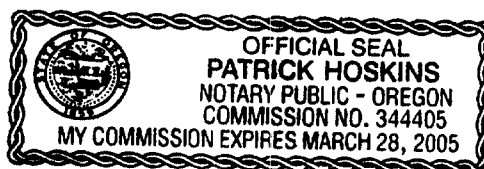
Notary Public Patrick Hoskins
Printed Name Patrick Hoskins State OR
My commission expires: March 28, 2005

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: ☒ MD Buyer ☒ PA Co-Buyer
☒ SLJ

Please return the recorded instrument to:



PARCEL 1: Exhibit "A" **LEGAL DESCRIPTION**

57562

Lot 10 of the Resubdivision of Block 125, Mills Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPT any portion lying within the U.S.B.R. "A" Canal.

PARCEL 2:

A tract of land situated in the SW 1/4 of Section 1, Township 39 South Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at an iron pin on the Northerly right of way line of Hillyard Avenue, 30 feet Northerly at right angles from the center line of Hillyard Avenue, said point being North 0 deg. 04' West a distance of 30 feet and North 89 deg. 56' East a distance of 774.1 feet from the iron axle which marks the one-quarter corner common to Sections 1 and 12, Township 39 South, Range 9 East of the Willamette Meridian, and thence continuing North 89 deg. 56' East along the north line of Hillyard Avenue, a distance of 220.0 feet; thence North 0 deg. 04' West a distance of 93.37 feet to the true point of beginning; thence South 81 deg. 14' East a distance of 33.34 feet; thence North 43 deg. 51' East a distance of 115.0 feet, more or less to the Southwesterly right of way line of the Dalles-California Highway; thence along said right of way line North 46 deg. 09' West a distance of 121.0 feet; thence South 43 deg. 51' West a distance of 200 feet, more or less to a point North 81 deg. 14' West 114.53 feet to the point of beginning; thence South 81 deg. 14' East 114.53 feet, more or less to the point of beginning.

PARCEL 3:

A tract of land situated in the SW 1/4 SE 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at an iron on the Northerly right of way line of the County Road known as Hillyard Avenue, 30 feet Northerly and at right angles from the center line of Hillyard Avenue, this point of beginning being North 0 deg. 04' West, a distance of 30 feet and North 89 deg. 56' East, a distance of 774.1 feet from the iron axle which marks the quarter corner common to Sections 1 and 12, Township 39 South, Range 9 E.W.M., Klamath County, Oregon, and running thence North 43 deg. 51' East a distance of 354 feet more or less, to a point on the Southerly boundary line of the Dalles-California Highway; thence North 46 deg. 09' West along the Southerly right of way line of the Dalles-California Highway, a distance of 328 feet to a point; thence South 29 deg. 06' West, a distance of 552.6 feet more or less, to the Northerly right of way line of Hillyard Avenue; thence North 89 deg. 56' East along the Northerly right of way line of said Hillyard Avenue, a distance of 260 feet more or less, to the point of beginning.

PARCEL 4:

The East 165 feet of Government Lot 3 in Section 2, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

State of Oregon, County of Klamath
Recorded 11/09/01 9:21 a.m.
In Vol. M01 Page 57560
Linda Smith,
County Clerk Fee\$ 31.00