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State of Oregon, County of Klamath Recorded 01/31/2002 10.50 m. Vol M02, Pg 6097-98Linda Smith, County Clerk Fee 3.26^{-2} # of Pgs 2

MORTGAGE 0378-15911

I, (we), the undersigned <u>Curt M Christian</u>

residing at <u>2515 Union St</u>, Klamath falls, OR 97601, Klamath County, Oregon (hereafter "Mortgagor" whether one or more) do hereby mortgage and warrant to The Pacesetter Corporation, a Nebraska corporation, a/k/a Pacesetter Products, Inc., whose address is 4343 South 96th Street, Omaha, Nebraska 68127, (hereafter "Mortgagee"), its successors and assigns, that property legally described as:

Lots 23 and 24 in block 309 of DARROW 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.

please return to: Pacesetter Corporation 10461 Old Placerville Rd #170 Sacramento, CA 95827

(hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract Number <u>6993</u>, dated <u>January 16th</u>, 2002, having an Amount Financed of \$4829.18 together with Finance Charges provided therein (hereafter the "indebtedness").

6098 6993

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, except such notice as may be required by law.

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 <u>16th</u> day of <u>J</u>	anuary		_02	
THE PACESETTER CORPORATION a Nebraska corporation By: <u>MCOLO HOMMON</u>		MORTGAGOR	M. Chistia	 DATE
State of Oregon County of <u>Klamath</u> $}$ ss. The foregoing instrument was acknowledged before me o <u>MMM</u> , <u>202</u> , by <u>Curt 1</u> the above designated Mortgagor(s). Notary Public	_{n this} (Ç M_Christian	day of ,	OFFICIA A DAVID PO NOTARY PUBL COMMISSION MV COMMISSION EXP	IC-OREGON
Printed Name ANAM Polling My commission expires: AUL 1,2003	State	oloGa		
ACKNOWLEDGEMENT OF NOTARY PRESENCE I (We) hereby confirm that the Notary Public whose name did personally appear, sign and seal this document in my (o	appears within ur) presence. Co-Buyer			

Please return the recorded instrument to: