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RECEIVED

MORTGAGE 5378-1209

FEB 0 7 2092

I, (we), the undersigned <u>Donald E Tjensvold & Mildred L Tjensvold</u> <u>HUMAN RESOURCES</u> (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:

Lot 19, Lloyds Tracts, Klamath County, Oregon, containing 0.35 acres, more of less.

State of Oregon, County of Klamath
Recorded 02/08/2002 10:08a m.
Vol M02, Pg 754/-42
Linda Smith, County Clerk
Fee \$ 2600 # of Pgs 2

Please return to:

Pacesetter Corp

Or: 10461 Old Placerville Rd #170
Sacramento, ca 95827

(hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract Number 33872, dated January 23, 2002, having an Amount Financed of \$\frac{13,166.00}{}\$ together with Finance Charges provided therein (hereafter the "indebtedness").

26/ 50pa

7057 SM-101-OR-G/II

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 ord

prudent.
Dated this day of, 2002
By: THE PACESETTER CORPORATION A, Nebraska corporation MORTGAGOR MORTGAGOR DATE MORTGAGOR DATE MORTGAGOR DATE DATE MORTGAGOR DATE MORTGAGOR DATE DATE MORTGAGOR MORTGAGOR DATE MORTGAGOR DATE MORTGAGOR MORTGAGOR DATE MORTGAGOR MORTGAGOR DATE MORTGAGOR MORTG
OFFICIAL SEAL ROBERT A COLBERT JR NOTARY PUBLIC-OREGON COMMISSION NO. 346847 MY COMMISSION EXPIRES JUNE 14, 2005
The foregoing instrument was acknowledged before me on this day of
January , 2002 by Donald E Tjensvold and Mildred L Tjensvold the above designated Mortgagor(s).
Printed Name ROBERT A. COLBERT IN State DREGGY
My commission expires: TVNE 14 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: 8 Buyer 8 M. S. T. Co-Buyer

Please return the recorded instrument to: