

State of Oregon, County of Klamath

Recorded 02/13/2002 8:23 a m.

Vol M02, Pg 8634-35

Linda Smith, County Clerk

Fee \$ 26<sup>00</sup> # of Pgs 2

**MORTGAGE**  
0378-16083

I, (we), the undersigned Donald & Anita Struble

residing at 3333 Homestead, Klamath falls, OR 97603, 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:

A tract of land situated in Lot 8 and Lot 9, Birch 2 of subdivision of tracts 2 band 3, Homedale, in the NE 1/4 of section 11, 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 the Notheastern corner of said lot 8, there south 00 degrees 00 of East 154.90 feet to the Southwesterly corner of said Lot 8; thence Noth 50 degrees 57'34 West, along the line corner with Lots 8 and 9, 410.5 feet, thence North 76 degrees 34'13 West 42.68 feet to the West line of said Lot 9; thence North 00 degrees 20'00" East, along the West line of said Lots 8 and 9, 59.90 feet more or less to a point from which the Northeasterly corner of said Lot 8 bears North 00 degrees 20'00" East 77.10 feet, thence North 82 degrees 05'19" East 34.49 feet; thence North 89 degrees 48'06 East 69.57 feet to a point on the Northeasterly line of said Lot 8; thence South 65 degrees 04'30" East 317.83 feet to the point of beginning, and with bearings based on Survey no. 1303

please return to:

Pacesetter Corporation

*pk* 10461 Old Placerville Rd #170  
Sacramento, CA 95827

(hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract Number 6942, dated January 31st, 20 02, having an Amount Financed of \$ 2892.00 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, 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 Mortgagee may deem prudent.

Dated this 31<sup>st</sup> day of January, 2002.

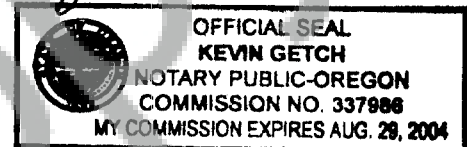
THE PACESETTER CORPORATION  
a Nebraska corporation

By: Nicole Larnant

Donald & Anita Struble 1-31-02  
MORTGAGOR DATE  
Anita Struble 1-31-02  
MORTGAGOR DATE

State of Oregon }  
County of Klamath } ss.

The foregoing instrument was acknowledged before me on this 31st day of January, 2002, by Donald & Anita Struble, the above designated Mortgagor(s).



Notary Public Kevin Getch  
Printed Name Kevin Getch State Or.  
My commission expires: Aug. 29<sup>th</sup> 2004

#### 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: DS Buyer AS Co-Buyer

Please return the recorded instrument to: