

'02 FEB 26 AM 9:24

State of Oregon, County of Klamath
Recorded 02/26/2002 9:24 a.m.
Vol M02, Pg 11336-37
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

MORTGAGE
0378-16422I, (we), the undersigned Richard & Mary Noud

residing at 1170 Crescent Ave, 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:

Lot 8 in Block 12 of HOT SPRINGS ADDITION to the city of
Klamath Falls, Klamath County, Oregon.

Subject to: reservations, restrictions, easements and
rights of way of record or apparent on the land, if any;
and to real property taxes for fiscal year commencing
July 1, 1973, which are now a lien but not yet payable.

Pl: please return to:
10461 Old Placerville Rd #170
Sacramento, ca 95827

(hereafter the "premises") to secure payment of a certain Retail Installment Sales Contract
Number 6922, dated February 5th, 2002, having an Amount Financed
of \$ 3092.00 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 Mortgagor may deem prudent.

Dated this 5th day of February, 2002.

THE PACESETTER CORPORATION
a Nebraska corporation

By: Nicole Lamont

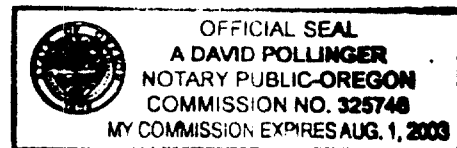
⊗ Richard B. Noud
MORTGAGOR

DATE

⊗ Mary L. Noud
MORTGAGOR

DATE

State of Oregon }
County of CLATSOP } ss.



The foregoing instrument was acknowledged before me on this 5 day of

FEBRUARY, 2002, by Richard & Mary Noud,
the above designated Mortgagor(s).

Notary Public A. David Pollinger
Printed Name ADAM POLLINGER State OR
My commission expires: AUG 1 2003

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: ⊗ RB Buyer ⊗ MLN Co-Buyer

Please return the recorded instrument to: