

TC

63819

Vol. ^M79 Page 5524

THIS INDENTURE WITNESSETH: That
 WARD L. EDWARDS and BETTY L. EDWARDS, husband and wife, Mortgagors
 of the County of Klamath, State of Oregon, for and in consideration of the sum of
 ***ONE HUNDRED THOUSAND AND NO/100 ----- Dollars (\$ 100,000.00), to
 in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and
 by these presents do grant bargain, sell and convey unto

UNITED SUPERMARKET INVESTMENT CO., an Oregon corporation, Mortgagee
 of the County of Clackamas, State
 of Oregon, the following described premises situated in Klamath County, State of
 Oregon, to-wit:

PARCEL I: Beginning at a point on the East line of Lot 8, Section 6, Township 40, South, Range 8 E.W.M. distant 660 feet from the Northeast corner of said Lot 8; thence West at right angles to said East line of said Lot 8 to a point on the Easterly line of the Keno-Worden Highway; thence Northwesterly along the said Easterly line of said Highway to the point where said line intersects the West Line of said Lot 8; thence North along said West line to the Northwest corner of said Lot 8; thence East along the North line of said Lot 8 to the Northeast corner of said Lot; thence South along the East line of said lot to the point of beginning, containing 20 acres, more or less.

PARCEL II: A perpetual easement for the purposes of ingress to and egress from the above described property across the Northerly 20 feet of the following described parcel of land: That portion of government Lot 7 Section 6 Township 40 S., R. 8 E.W.M., lying Easterly of the Keno-Worden Highway, said parcel being more particularly described as follows: Beginning at the Northwest corner of government Lot 8, said Section 6; thence Southeasterly along the Westerly line of said Lot 8 to the Keno-Worden Highway; thence Northwesterly along the easterly line of said highway to the north line of said Lot 7; thence east along the north line of said Lot 7 to the point of beginning.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining.
 To have and to hold the same with the appurtenances, unto the said

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
 ***ONE HUNDRED THOUSAND AND NO/100 ----- Dollars

(\$ 100,000.00) in accordance with the terms of a certain ^{Installment} promissory note of which the following is a substantial copy:
 (see attachment)

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: March 19, 79

*19 MAR 12 AM 9 52

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a)* ~~primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),~~
 (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said

and legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said

heirs or assigns.

Witness hand this 28th day of February, 19 79

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

Ward L. Edwards

Betty L. Edwards

MORTGAGE

(FORM No. 7)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

WARD L. EDWARDS

BETTY L. EDWARDS

TO

UNITED SUPERMARKET INVESTMENT CO.

P. O. Box 22187

Portland, OR 97222

STATE OF OREGON

ss.

County of
 I certify that the within instrument was received for record on the day of , 19 , at o'clock M., and recorded in book on page or as file number Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title.

By Deputy.

AFTER RECORDING RETURN TO

STATE OF OREGON,

County of Clackamas

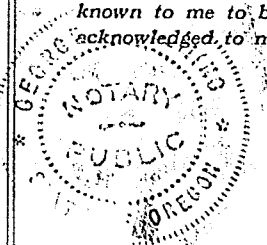
ss.

BE IT REMEMBERED, That on this 28th day of February, 19 79, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WARD L. EDWARDS

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

George L. Shumy
 Notary Public for Oregon
 My Commission expires Sept 8, 1981



5526

INSTALLMENT NOTE

\$100,000.00

February 28, 1979

THE UNDERSIGNED promises to pay to the order of UNITED SUPERMARKET INVESTMENT CO., an Oregon corporation, at Post Office Box 22187, Milwaukie, Oregon, the sum of ***ONE HUNDRED THOUSAND AND NO/100 DOLLARS*** (\$100,000.00) with interest thereon at U.S.I.C.'s loan rate of 15.75 percent from date until paid, payable in one-hundred twenty (120) equal monthly installments of ***EIGHT HUNDRED THIRTY FIVE AND NO/100 DOLLARS*** (\$835.00).

Interest shall be paid in addition to the fixed consecutive monthly principal installment. The first payment to be made on the 20th day of March, 1979, and a like payment on the 20th day of each month thereafter, until one-hundred nineteen (119) months after the first payment at which time any remaining unpaid balance, together with accrued interest thereon shall become immediately due and payable.

Should the undersigned individuals dispose of their proprietary interest in Keno's Food Market, the existing balance on said Installment Note shall become immediately due and payable.

If any of said installments is not so paid, all principal and interest becomes immediately due and collectible at the option of the holder of this Note. If this Note is placed in the hands of an attorney for collection, we promise and agree to pay holders' reasonable attorneys' fees and collection costs, even though no suit or action is filed; however, if a suit or an action is filed, the amount of such reasonable attorneys' fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard, or decided.

The interest rate is set at 2.50 percent over United Supermarket Investment Co.'s cost, the existing rate for inventory loans, and will be increased or decreased from time to time by the amount of increase or decrease in the borrowing rate payable by United Supermarket Investment Co., on lines of credit existing in its favor at United States National Bank of Oregon. Further, this interest rate will not exceed 3.00 percent over United Supermarket Investment Co.'s cost through the term of the loan. Each change in this rate becomes effective the month in which this rate is changed.

Return to

UNITED GROCERS, INC.
NORTHWEST GROCERY CO.
P. O. Box 22187, Portland, Ore. 97222

Ward L. Edwards
Ward L. Edwards

Betty L. Edwards
Betty L. Edwards

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of United Grocers, Inc.
this 12th day of March A. D. 19 79 at 9:52 o'clock A. M., and
fully recorded in Vol. M79, of Mortgages on Page 5524

Wm D. MILNE, County Clerk
By *Bernard J. Hesch*

Fee \$9.00