

I hereby certify that the within instrument was received and filed for record on the

27 day of March A.D., 1981 at 11:37 o'clock A.M., and duly recorded in

Vol 181 of DEEDS on page 5516.

EVELYN DIEHN
COUNTY CLERK

Fee 3.50

By Deborah Jones Deputy

EXHIBIT D

FORM No. 105A—MORTGAGE—One Page Long Form.

IN 1986 77

L. O. BOX 3318

THIS MORTGAGE, Made this 17th day of March, 1981, by DONALD J. MORRISON and CAROL J. MORRISON, husband and wife

Mortgagor, to UNITED GROCERS, INC., an Oregon corporation

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of TWO HUNDRED FIFTY THOUSAND AND NO/100 Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

MOYINA 2ND ADDITION, LOT 5, BLOCK 3

Klamath County, Klamath Falls, Oregon

AP Commission expires: 12/31/81

NOTARY PUBLIC FOR OREGON

BY [Signature]

and acknowledged the foregoing instrument to be

DOUGLAS A. MORRISON and CAROL J. MORRISON

Residence: 1604 TAMARA DR.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$250,000.00

I (or if more than one maker) we, jointly and severally, promise to pay to the order of March 17, 1981

UNITED GROCERS, INC.

at Portland, Oregon

TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS,

with interest thereon at the rate of *22.25 percent per annum from the above date

23 monthly installments of not less than \$2,605.00 and one payment of \$190,085.00 until paid, payable in

* in addition to the minimum payments above required; the first payment to be made on the 20th day of April

1981, and a like payment on the same day of each month thereafter, until the whole sum, principal and

interest has been paid; if any of said installments is not so paid, all principal and interest to become 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, I/we promise and agree to pay holder's

reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or action is filed, the

amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein,

is tried, heard or decided.

DONALD JOHN MORRISON and CAROL JOANN MORRISON

DEA DON'S SUPER VALUE

[Signature][Signature]

* Strike words not applicable.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-

comes due, to-wit: the 20th day of April, 1981, and the date on which the last scheduled principal payment be-

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(a) not 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) for business or commercial purposes other than agricultural purposes.

Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note, it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action; and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall be binding on the heirs, assigns and legal representatives of the mortgagor.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee, respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor and mortgagee intended that the following provisions should be construed in favor of the mortgagee.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Donald J. Morrison

Carol J. Morrison

*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 FIRST (loan to finance) the purchase of a dwelling, use Stevens-Ness Form No. 1205 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1300 or equivalent. ~~Use this form to secure the loan.~~

TO HAVE AND TO HOLD the said business unto the aboveintended heirs the said wife's heirs, assigns forever.

STATE OF OREGON

County of Clackamas

March 17 19 81

Personally appeared the above named

Donald J. Morrison and Carol J. Morrison

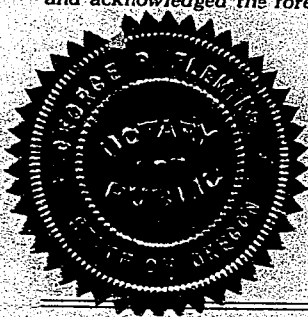
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before ~~me~~

Notary Public for Oregon

My commission expires

on Sept 8, 1981



MORTGAGE

(FORM No. 105A)

DONALD J. MORRISON

CAROL J. MORRISON

UNITED GROCERS, INC.

AFTER RECORDING RETURN TO

UNITED GROCERS, INC.
P. O. Box 22187
Portland, OR 97222

STATE OF OREGON

County of Klamath

SS.

I certify that the within instrument was received for record on the 27 day of March, 1981, at 1:03 o'clock P. M., and recorded in book M81 on page 5517 or as file/reel number 97677, Record of Mortgages of said County. Witness my hand and seal of County affixed.

By Evelyn Biehn County Clerk Title _____
By Hebra Jansen Deputy.