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ASSOCIATED MV 08008

THIS MORTGAGE, Made this 10th day of September 1982, by J. D. RINALDI FABRICATORS, INC., an Oregon corporation

Mortgagor, to TOWN MART FOODS, INC., a Washington corporation

WITNESSETH, That said mortgagor, in consideration of

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:

PARCEL 1: The W 1/2 of the N 1/2 of the S 1/2 of the SE 1/4 of the NE 1/4 of Section 8, Township 25 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon

PARCEL 2: The E 1/2 of the N 1/2 of the S 1/2 of the SE 1/4 of the NE 1/4 of Section 8, Township 25 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon

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 ~~monies due to the following or on behalf of any:~~

any and all present or hereinafter incurred indebtedness, not to exceed \$100,000, due to Town Mart Foods, Inc., by R S & S, Inc. pursuant to that certain Agreement for Purchase and Sale and Security Agreement, dated August 30, 1982 among Town Mart Foods, Inc., R S & S, Inc., Wayne A. Sipowicz, Valerie E. Sipowicz, Alpenrose Dairy, Inc., an Oregon corporation and J. D. Rinaldi Fabricators, Inc., an Oregon corporation.

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: 1989.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

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

WALTER E. STOWERS, Vice-President  
Under 30' East Second Lane West Loop, Tex. 1st 1/2  
Colony Building for Builders and City Sub  
\$100,000' One 20' East Loop, Tex. 1st 1/2  
and City Sub Building on West Loop, Tex. 1st 1/2

J. D. RINALDI FABRICATORS, INC.  
By John D. Rinaldi  
John D. Rinaldi, President

IMPORTANT NOTICE: If the above is not a true and correct copy of the original instrument, the undersigned hereby certifies that the same is a true and correct copy of the original instrument.

TO HAVE AND TO HOLD the said business with the said business and the said business of the  
of and said doing the term of the business  
being thereon and the said business with the business in the term of the business of the  
**STATE OF OREGON**, and the said with the business in the term of the business of the  
located with the said business ss: to be the business and the business of the  
County of Multnomah } September 10, 1982

STATE OF OREGON,  
County of Klamath } ss.

~~Fee \$8.00~~