Sengal Gast J. D. RINALDI FABRICATORS, INC., an Oregon corporation Mortgagor, to TOWN MART FOODS, INC., a Washington corporationMortgagee, WITNESSETH, That said mortgagor, in consideration of to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, the 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 The E 1/2 of the N 1/2 of the S 1/2 of the SE 1/4 of the PARCEL 2: NE 1/4 of Section 8, Township 25 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon My commission explicit Messary, Publication Oresion. (onlight shirt) DANALU X. S.

and acknowledged the foregoing instrument to be-

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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 produce the payment of payment of produce the payment of payment of produce the payment of produce the payment of produce the payment of produce the payment of payment is cultured in the Tratholis Localing Cart with Supplication I., Tay markinger FUSA screeds with the Act and Supplications by machine grequities disclosured. In this parpose, 18 18:30 in the Act and Act and

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.

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In one sail of a then a timenamed instruction that another. The Court are a special in a first of the court are a special in the court are a special in the court are a special in a specia

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment be-, 19

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

and will warrant and lorever 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 propetty, 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 mortgage 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 mortgage, with loss payable first to the mortgage and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgage as soon as insured. Now if the mortgagor shall lail for any reason to procure any such insurance and to deliver said policies to the mortgage and you commit or suffer any waste of said premises. At the request of the mortgage, the mortgagor shall join with the mortgage in executing one or more linancing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgage, and will not commit or searching agencies as may be deemed desirable by the mortgage.

1/2 3230

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 it mortgagor is a natural person) are for business or commercial purposes other than

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 ceeding of any kind be taken to foreclose any lien, on said premises or any part thereof, the mortgage shall have the option of ceeding of any kind be taken to foreclose any lien, on said premises or any part thereof, the mortgage shall have the option to closed at any time thereafter. And it the mortgage at once due and payable, and this mortgage may be fore-premium as above provided for, the mortgage may at his option do so, and any payment so made shall be added to and become any right arising to the mortgage, and shall be a line event of the debt secured by this mortgage, and shall be a line event at the same rate as said note without waiver, however, of paid by the mortgages at any time while the mortgagor neglects to repay any sums so paid by the mortgage. In the event of any gage for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge therein mortgagor further promises to pay such sums as the appellate court shall adjudge reasonable as planiniff's attorney's less in such suit or action, and if an appeal is taken from any judgment or decree entered 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 afterments herein contained shall apply to and bind the heirs, executors, administrators. In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgage, appoint a adaption of said mortgagor and of said mortgage and expenses, to the payment of the amount due under this mortgage. In construing this mortgage, it is understood that the mortgagor or mortgage may be more than one person; that it the and that generally all grammartical changes shall be made, assumed

\$ 323.0

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above \$100,000, due to Town Mart Foods, Inc., by R.S. John D. Kinalgi, Lesigent certain Agreement for Purchase and Sale and Broad Dynamaly Burnally Mugast 30, 1982 and Town Mart Foods, Inc., R.S. M. EBBICALORS' INC. Mittiers Muticipa Muticipa Muticipa Muticipal Muticipa Muticipal M any and all present or pareinafter incommed incommensations SIMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not opplicable; if warranty (a) is applicable and if the mortgages is a creditor, as such word is defined in the Truth-in-Lending-Act and Regulation 2, the mortgages MUST comply with the Act and Regulation by making required disclosures; for this purpose if this form 'No. 1305 or equivalent; if this instrument is NOT to be a first lier, use Sevens-Ness Farm No. 1305 or equivalent, is MUSTICE 10. hairs, executors, administrators and assiges forever TO HAVE AND TO HOLD the said premises with the superingraphics unto the or at any time during the term of this mortande. prafits therefrom, and are and all fixtures upon said premises at the first of the executive of the STATE OF OREGON, with that which was parented towers necess or extended and the County of Multina the and inflate \$50 tenements perceptaments and Systember 10, 1982 Personally appeared the above named John D. Rinalli, President of and acknowledged the foregoing instrument to be his voluntary act and deed. Before me: (Official, Seal) Randell X. D. Notary Public for Oregon My commission expires:7/13/13 D 1/4 of Section 3, Township 25 Societ, Fange 8 state of he Millaratte Maridian, Klamath Comby, Gregon The F 1/2 of the 18 1/2 of the fi 1/2 of the SE 1/4 of the THE TAT OF SOCT ME BY TOWNSHIP 35 POINTH, STATE OF OREGON, MORTGAGE OF SING IN THE STATE OF ORLGON, County of Klamath (FORM No. 105A) I certify that the within instru-SENSTEVENS NESS LAW PUBLICO PORTLAND, ORE CALLS 150 TO HOLDER CO. 100-100 ment was received for record on the 27. day of Sept 19.82, at 0: 35. o'clock A.M., and recorded Child the roof theorem. J. D. RINALDI FABRICATORS. INC. lage thank purgator see your in book/reel/volume No....M82....on Link for lett the Stanker SPACE RESERVED page 127.57....or as document/fee/file/ instrument/microfilm No. 15859 TOWN MART FOODS, INC. FORMONING Record of Mortgages of said County. RECORDER'S USE Inc. ' a Michaelton con or a filless County affixed. Witness my hand and seal of AFTER RECORDING RETURN TO Sentry Guarantee & Escrow, Inc. CDS INC. ' GO ORGAN GEVELYNGBiehn County Clerk P.O. BOX 1849 WORTGAGE, Made the Vancouver, WA 98668 105A-Mpstekds-okk Fastanes FareDeputy

TA-38-25084

Fee \$8.00-

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