

ON

477799

Vol. m92 Page 16054THIS MORTGAGE, Made this 7th day of July, 19 92, by

RICKY J. ALLEN and VIRGINIA E. ALLEN husband and wife

Mortgagor, to UNITED RESOURCES, INC., an Oregon Corporation
Mortgagee.

WITNESSETH, That said mortgagor, in consideration of ***SIX HUNDRED FORTY THOUSAND AND NO/100 - - - - - Dollars,
to mortgagor paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, mortgagee's heirs, executors, administrators and assigns, that certain real property situated in Klamath
County, State of Oregon, bounded and described as follows, to-wit:
3225 Boardman, Klamath Falls, OR

A tract of land situated in Lot 20 of Block 2, FIRST ADDITION TO ALTAMONT ACRES,
a subdivision recorded in Klamath County, Oregon, said tract being more particularly
described as follows:

Beginning at the Southeast corner of said Lot 20; thence North 00° 19' 43" East on
the East line of said Lot 20, 116.00 feet; thence North 89° 30' 46" West, 23.00
feet; thence South 00° 19' 43" West, 15.99 feet; thence North 89° 30' 46" West,
33.01 feet; thence South 00° 19' 43" West, 100.00 feet to a point on the South line
of said Lot 20; thence South 89° 30' 46" East on said South line, 56.00 feet to
the point of beginning

This mortgage covers any and all indebtedness due United RESources, Inc./United Grocers, INC.

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, mortgagee's heirs, executors, administrators and assigns forever.

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

see attached note dated July 7, 1992

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:

And said mortgagor covenants to and with the mortgagee, mortgagee's heirs, executors, administrators and assigns, that mortgagor 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 mortgagor will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid mortgagor 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 mortgagor 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 mortgagor 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 and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered 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 mortgagor 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.

Return: United Resources, Inc., P.O. Box 22187, Portland, Or. 97222

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 or household purposes (see Important Notice below),
(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes.

Now, therefore, if 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 upon 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, time being of the essence with respect to such payment and/or performance, 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 mortgagee's 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 losing party therein agrees to pay all reasonable costs incurred by the prevailing party for title reports and title search, all statutory costs and disbursements and such further sums as the trial court may adjudge reasonable as prevailing party's attorney's fees in such suit or action and if an appeal is taken from any judgment or decree entered therein the losing party therein further promises to pay such sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal all such sums to be included in the court's decree.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and/or 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 to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

In construing this mortgage, it is understood that the mortgagee may be more than one person; that if the context so requires, the singular includes the plural and all grammatical changes shall be made so that this mortgage shall apply equally to corporations and to individuals. If the undersigned is a corporation, it has caused its name to be signed and its seal affixed by an officer, duly authorized thereto by order of its board of directors.

IN WITNESS WHEREOF, said mortgagor has executed this mortgage the day and year first above written.

Ricky J. Allen

Virginia E. Allen

* 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, use Stevens-Ness Form No. 1319, or equivalent.

STATE OF OREGON,

County of Jackson

ss.

This instrument was acknowledged before me on July 24, 1992 by

Ricky J. Allen
Virginia E. Allen

NOTARY

My commission expires: June 18, 1993

STATE OF OREGON,

County of

ss.

This instrument was acknowledged before me on

19

at

of

Notary Public for Oregon

My commission expires:

(SEAL)

MORTGAGE

(FORM No. 105A)

STEVENS-NESS LAW PUB. CO., PORTLAND, OR 97204

RICKY J. ALLEN

VIRGINIA E. ALLEN

to

UNITED RESOURCES, INC.

AFTER RECORDING RETURN TO

UNITED RESOURCES, INC.
ATTN: G.P. FLEMING
P.O. BOX 22187
PORTLAND, OR 97222

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of

ss.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No., on page, or as fee/tile/instrument/microfilm/reception No., Record of Mortgage of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By

Deputy

16056

SUBSEQUENT INSTALLMENT NOTE

\$640,000.00

Date: July 7th, 1992

THE UNDERSIGNED ("Borrowers"), jointly and severally, promise to pay to the order of UNITED RESOURCES, INC., an Oregon corporation, at Post Office Box 22187, Portland, Oregon, the sum of ***SIX HUNDRED FORTY THOUSAND AND NO/100 DOLLARS*** (\$640,000.00), payable in five (5) consecutive monthly installments of ***SEVEN THOUSAND NINE HUNDRED THIRTY SIX AND NO/100 DOLLARS*** (\$7,936.00), including interest thereon from the date hereof, the first payment to be made on _____ 1, 1992, with subsequent payments to be made on the same day of each month thereafter until the final payment of ***SIX HUNDRED TWENTY SEVEN THOUSAND ONE HUNDRED FIFTY FIVE AND 03/100 DOLLARS (\$627,155.03) becomes due on _____ 1, 1993.

The outstanding principal balance shall bear interest at a fixed rate of 8.50 percent. Interest shall be payable monthly on the same day as the principal, until the whole sum, principal and interest, has been paid. If any of said installments is not so paid, all principal and interest shall become immediately due and payable at the option of the holder of this Note.

This Note may be prepaid in whole or in part at any time. All such prepayments will be applied first to accrued interest and then to principal installments due hereunder in inverse order of maturity.

This Note is issued in connection with and is subject to the terms of a loan agreement between the Borrowers and United Resources, Inc. and to additional documents guaranteeing the obligations hereunder or granting liens to secure same. Reference is made to such loan agreement and additional documents for other terms under which amounts payable hereunder may become immediately due and owing. Although United Resources, Inc. may sell, assign, or otherwise transfer this Note to a third party, this Note will continue to be subject to the loan agreement and such other documents.

Upon the failure of the Maker to make any payment under this Note when due, Payee may, at its option and without further notice or demand, declare the unpaid principal balance of the Note and the accrued, but unpaid interest on the Note, immediately due and payable, and pursue any and all other rights, remedies and recourses available to Payee. Maker hereby waives presentment and demand for payment, notice of intent to demand or accelerate maturity, notice of demand for acceleration of maturity, protest or notice of protest and nonpayment, bringing of suit in diligence, and taking any action to collect sums owing under this Note. No extension for time for the payment of this Note or any installment hereof shall affect the liability of Maker. The failure of the Payee to exercise any of its rights or options under this Note shall not constitute a waiver of the right to exercise the same or right or option at any subsequent time with respect to the same or any other events.

If this Note is placed in the hands of an attorney for collection, Borrowers promise and agree to pay the reasonable attorneys' fees and collection costs of the holder of this Note even though no suit or action is filed hereon; if a suit or an action is filed, the Borrowers must pay such reasonable attorneys' fees as shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard and decided.

RICK'S MARKET

By: Ricky J. Allen

Ricky J. Allen

By: Virginia E. Allen

Virginia E. Allen

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

United Resources Inc.

on this 20th day of July A.D., 19 92
at 3:41 o'clock P. M. and duly recorded
in Vol. M92 of Mortgages Page 16054

Evelyn Biehn County Clerk

By: Debra M. Henderson
Deputy.

Fee. \$20.00

INDIVIDUALLY:

By: Ricky J. AllenBy: Virginia E. Allen