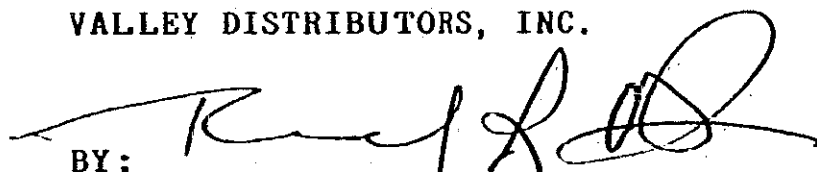


sale shall cease, determine and be utterly null and void; otherwise it shall remain in full force and effect.

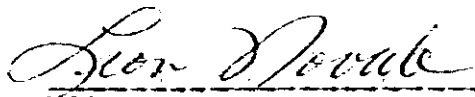

In addition to the unpaid balance of FOUR HUNDRED NINETY-THREE THOUSAND AND NO/100 (\$493,000.00) DOLLARS on the original note above mentioned, the within mortgage shall also secure all further loans, advances or indebtedness owed or to be owed by Mortgagor to Mortgagee. It is stipulated that the maximum amount of additional indebtedness that under any contingency may be secured by the Mortgagee at any time in the future by reason of such further loans, advances or indebtedness shall be the sum of \$493,000.00. The making of such further or future advances, loans, indebtedness, and re-advances shall be optional with the Mortgagee. Such advances or loans, indebtedness or re-advances may be made under the provisions hereof to the present or to any future owner of the mortgaged premises. All such advances, loans, indebtedness or re-advances which may be made under the provisions hereof or of any note which this mortgage secures by the Mortgagee to the present or to any future owner of the mortgaged premises shall be fully secured hereby as though the same had been a part of the original indebtedness hereon and fully subject to all of the covenants, terms and conditions herein contained and recoverable as such.

IN WITNESS WHEREOF, the undersigned Mortgagor has hereunto caused this instrument to be executed by its duly authorized official and its corporate seal to be affixed hereto as of November 18, 1976.

VALLEY DISTRIBUTORS, INC.

BY: 
RAYMOND A. KOHN, President

ATTEST: _____


Witness

Witness

Witness

1383
PAGE
618

4328 RV-2