

\$16,500.00

Vancouver, Washington
February 16th, 1953.

On or before December 31, 1953, for value received we jointly and severally promise to pay unto DuBois Lumber Co., Inc., or order the sum of \$16,500.00 with interest from maturity at the rate of 6% per annum. In the event suit or action is instituted to collect this note or any portion thereof, the makers jointly and severally agree to pay such additional sum as the Court may adjudge reasonable as attorney's fees.

/s/ Frank W. M. Birkenfeld/s/ Louise Birkenfeld/s/ Spencer Garwood/s/ Donna L. Garwood

The mortgagors agree to pay all taxes and assessments hereafter assessed or levied against the said real property and personal property promptly before the same become delinquent, and not to commit, allow or suffer strip or waste of the premises.

The mortgagors also agree to pay all liens or encumbrances against the said property promptly before the same become delinquent and to keep the said personal property in good operating condition and state of repair.

The mortgagors also agree to keep the said personal property and all timber located on the above described real property insured against loss by fire to the full insurable value thereof, or in an amount equal to the unpaid balance thereon with loss, if any, payable to the mortgagee as his interests may appear.

There is executed concurrently herewith logging agreement between the parties herein, whereby the mortgagors agree to log, sell and deliver the merchantable timber on the premises hereafter described to the mortgagee. It is agreed that in the event the mortgagors do not deliver the said logs as provided in said contract and/or in the event they do not comply with any other terms and conditions of said agreement that this mortgage may be foreclosed.

Mortgagors agree that they shall not remove the personal property hereafter described from Skamania or Clark County without the written consent of the mortgagee being first obtained.

Time and exact performance are of the essence in this mortgage and in case of the failure of the mortgagors to make any payment or keep any covenant herein or