

47012



BOOK 23 PAGE 140

REAL ESTATE MORTGAGE

The mortgagors, Leo N. Allen and Dorothy L. Allen, husband and wife, of Stevenson, Washington, mortgage to William J. Wineberg, Route 1, Box 1280, Vancouver, Washington, the following described real property situated in the county of Skamania, state of Washington, to-wit:

Lots 10, 11 and 13 and the North 5 feet of Lot 12, in Block 1, Roselawn Addition to the Town of Stevenson, Washington,

Together with all improvements thereon and appurtenances, including allawnings, screens, mantles and all plumbing, lighting, heating, cooling, ventilating and watering apparatus and fixtures now or hereafter belonging to or used in connection with such real property, all of which shall be construed as a part of the realty.

This mortgage is given to secure the performance of the covenants and agreements hereinafter contained and the payment of that certain promissory note executed this day by the mortgagors herein to the mortgagee herein, in words and figures as follows:

PROMISSORY NOTE

\$3,500.00

May 24, 1954

We, the undersigned, Leo N. Allen and Dorothy L. Allen, residents of Stevenson, Washington, individually and as a community, for value received, promise to pay to the order of William J. Wineberg, Route 1, Box 1280, Vancouver, Washington, the principal sum of \$3500.00, together with interest on all unpaid portions of the principal amount at the rate of 6% per annum.

All of the principal and interest on this note shall be due and payable one year from the date of this note. The makers hereof shall have the option of making payments on this note at any time; provided, however, that each payment made shall be applied first to interest accrued and the balance to the principal amount of the note. The makers hereby agree that they will make payments on said note in amounts equaling 25% of the sale price of all logs they remove from the following described real estate situated in Skamania County, Washington, to-wit:

The Southeast Quarter of the Southwest Quarter of Section 23, and the Northeast Quarter of the Northwest Quarter and the North Half of the Southeast Quarter of the Northwest Quarter of Section 26, all in Township 3 North, Range 7 East of the Willamette Meridian,

such payments to be made forthwith upon each sale of such logs.

In the event this note is not paid in full at the expiration of one year from the date hereof, all of the balance of the principal amount, plus accrued interest, shall thereafter bear interest at the rate of 10% per annum.

In the event suit or action is brought to collect any portion of the principal or interest of this note, the makers hereby agree to pay the costs of such action, including a reasonable attorney's fee, to be fixed by the court in which such action is brought.