

REAL AND PERSONAL PROPERTY MORTGAGE

THIS INDENTURE, made this 1st day of March, 1958, by and between HEGEWALD TIMBER CO., INC., a Corporation organized and existing under the laws of the State of Washington, city of Stevenson, County of Skamania, hereinafter called Mortgagor, and SMALL BUSINESS ADMINISTRATION, an agency of the United States created by an act of Congress and having a Regional Office for the transaction of business in Seattle, Washington, hereinafter called Mortgagee:

WITNESSETH:

That the Mortgagor, in consideration of the sum of - - - - -

TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100- - - - - (\$225,000.00) paid by the Mortgagee, does hereby convey, warrant and mortgage unto Mortgagee, its successors and assigns, all and singular the real and personal property located in the County of Skamania, State of Washington, described in the Detailed Property Schedule hereto attached and by this reference incorporated herein, together with all buildings, structures, and improvements now located or which may hereafter be located, erected, or placed upon said described property, and all tenements, hereditaments, appurtenances, rights, easements, powers, privileges and immunities belonging or in any way appertaining thereto, and used or acquired for use in connection with its business.

In addition to the real and personal property hereinabove mentioned or specifically described, this indenture also covers and includes all other real and personal property of like nature wheresoever located or kept, owned by the Mortgagor and used, or kept or acquired for use, in connection with the business of the Mortgagor, and all other property of like nature which may hereafter be acquired by the Mortgagor for such use.

This indenture is intended as a mortgage and it is given to secure the payment by the Mortgagor to the Mortgagee of the following amounts in lawful money of the United States:

- (a) The sum of TWO HUNDRED TWENTY-FIVE THOUSAND AND NO/100 (\$225,000.00) with interest thereon at six percent (6%) per annum, according to the terms of the Mortgagor's Note of even date herewith, payable to the Mortgagee on or before 1958, with provisions (among others) for periodical payments of principal and interest, for acceleration of all sums then due in certain contingencies and for attorney's fees in the event of suit thereon;
- (b) Any extensions or renewals of the whole or any part of such indebtedness which the Mortgagee may see fit to grant;
- (c) All sums which the Mortgagee may advance for the account of the Mortgagor, and all expenditures hereafter incurred by the Mortgagee, in accordance with subsequent provisions hereof or in accordance with the terms of said Note; and
- (d) Any and all other indebtedness of the Mortgagor to the Mortgagee, including principal, interest, and/or expenses, whether contingent, now due or hereafter to become due, and whether heretofore or contemporaneously herewith or hereafter contracted or whether arising by operation of law out of the same or different transactions between the parties hereto or between others.

Said Note and this Mortgage represent a loan made in response to the written application of the Mortgagor. As an inducement to the making and disbursement of the loan by the Mortgagee, the Mortgagor has made certain representations and has entered into various covenants and agreements, all as contained in such application, in said Note, and in certain other written documents executed and delivered by the Mortgagor prior to the disbursement of any part of the loan.

