

THIS MORTGAGE, Made this 24 day of October, 19 58,
by Atwill B. Burns and Rosemary Burns, Husband and Wife
to Freda M. Lessler or LeRoy T. Tracey, with the right of survivorship Mortgagee 8,

WITNESSETH, That said mortgagor 8, in consideration of Nine Hundred Twenty-five and 87/100 Dollars, to them paid by said mortgagee 8, do hereby grant, bargain, sell and convey unto said mortgagee 8, their heirs, executors, administrators and assigns, that certain real property situated in Skamania County, State of Oregon, bounded and described as follows, to-wit:

Beginning at a point on the southerly line of the Evergreen Highway, which said point is south 81° east 500 feet from a point which is south 1257 feet and west 38.93 feet from the corner common to sections 15, 16, 21 and 22, Township 2 North, Range 7 E.W.M.; thence south 81° east along the southerly line of said highway 100 feet; thence south 09° west 100 feet; thence north 81° west 100 feet; thence north 09° east 100 feet to the point of beginning; said tract being designated as Lots 14 and 15, Block One, of the unrecorded plat of North Bonneville, Skamania County, State of Washington.

It is understood that this is a second mortgage and second only to a first mortgage in favor of the Clark County Savings & Loan Ass'n at Camas, Washington, dated September 29, 1958, and recorded September 30, 1958, in Book 35 of Mortgages, page 77 under Auditor's file No. 54370, Records of Skamania County, Washington.

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 8, their heirs, executors, administrators and assigns forever.

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

\$ 925.87 Portland, Oregon October 24, 19 58
For value received I promise to pay to the order of
Freda M. Lessler at Portland, Oregon
Nine Hundred Twenty-five and 87/100 DOLLARS.
in lawful money of the United States of America, with interest thereon in like lawful money at the rate of
five per cent. per annum from date until paid, payable in monthly
installments of not less than \$ 25.00 in any one payment, including the full amount of
interest due on this note at time of payment of each installment. The first payment to be made on the first
day of December, 19 58, and a like payment on the first day of each month thereafter, until the
whole sum, principal and interest, has been paid; if any of said installments are not so paid, the whole sum of
both principal and interest to become immediately due and collectible at the option of the holder of this note.
In case suit or action is instituted to collect this note, or any portion thereof, I
promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.
Due 19
At
No.

Atwill B. Burns
Rosemary T. Burns

FORM No. 217—INSTALLMENT NOTE.

STEVENS-RESE LAW PUB. CO., PORTLAND, ORE.

And said mortgagor 8 covenant 8 to and with the mortgagee 8, their heirs, executors, administrators and assigns, that
they are lawfully seized in fee simplicity of said premises and possess a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that they will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid they 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 they 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 they will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee 8 against loss or damage by fire in the sum of \$ 8500.00 in such company or companies as the first mortgagee 8 may designate, and will have all policies of insurance on said property made payable to the mortgagee 8 as their interest may appear and will deliver all policies of insurance on said premises to the said mortgagee as soon as insured; that they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.