

(Revised 1954)

17-234

THIS MORTGAGE, Made this 23rd day of February, 1960,
by OZRO J. BARNARD, a single man, (also known as O. J. Barnard),
to FRANK P. TRACY and EVELYNNE H. TRACY, husband and wife,

Mortgagor,
Mortgagee,
WITNESSETH, That said mortgagor, in consideration of FIFTY-FIVE HUNDRED and
No/100-- -- (\$5500.00)-- -- Dollars, to him paid by said mortgagee, does hereby
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
tain real property situated in Skamania County, State of Oregon, bounded and described as

follows, to-wit: The North Half of the Northeast Quarter ($N\frac{1}{2}NE\frac{1}{4}$) and the East Half of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$) of Section 6, Township 1 North, Range 5 E.W.M.; EXCEPT that portion of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of the said Section 6 lying easterly and northerly of State Secondary Highway No. 8-B; and EXCEPT that portion of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 6 described as follows: Beginning at the northeast corner of said Section 6; thence south $89^{\circ}31'$ west 857.5 feet to a point in the center of State Secondary Highway No. 8-B; thence south $8^{\circ}34'$ west 122.77 feet to a point marking the intersection of the center of said highway with the low water mark of the Washougal River and the initial point of the tract hereby described; thence north $79^{\circ}4'$ east 120 feet; thence south $54^{\circ}52'$ east 240.7 feet along the line of low water of the Washougal River; thence south $31^{\circ}30'$ west 399.76 feet; thence north $87^{\circ}26'$ west 754.54 feet; thence north $2^{\circ}34'$ east 420 feet to the low water mark on the south bank of the Washougal River; thence south $87^{\circ}26'$ east 498 feet along said low water line; thence north $79^{\circ}4'$ east 134.12 feet to the initial point; and EXCEPT that portion of the $NE\frac{1}{4}$ of the $NE\frac{1}{4}$ of said Section 6 described as follows: Beginning at a point 22.60 chains south and 4.80 chains west of the northeast corner of said Section 6; thence west 8.53 chains to the center of Fleming Creek; thence northeasterly following the center of Fleming Creek to the southerly right of way line of State Secondary Highway No. 8-B; thence southeasterly along the southerly right of way line of said highway to a point north 16° east 10.03 chains from the point of beginning; thence south 16° west 10.03 chains to the point of beginning; and EXCEPT easement and water right granted to Ira B. Parker; and EXCEPT right of way for State Secondary Highway No. 8-B.

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, his 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:

\$5500.00

February 23, 1960

For value received, I promise to pay to the order of FRANK P. TRACY and EVELYNNE H. TRACY, husband and wife, at Portland, Oregon, Fifty-five Hundred and No/100 Dollars, in lawful money of the United States of America, with interest thereon in like lawful money at the rate of eight (8) per cent per annum from date until paid, payable in yearly installments of not less than \$1375.00 in any one payment, plus the full amount of interest due on this note at the time of payment of each installment. The first payment to be made on first day of March, 1961 and a like payment on the first day of March of each and every year 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.

Ozro J. Barnard

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note(s), principal and interest, according to the terms thereof; that while any part of said note(s) remains unpaid he 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(s) above described, when due and payable and before the same may become delinquent; that he 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 he will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$5000.00 in such company or companies as the mortgagee may designate, and will have all policies of insurance

on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.