

MORTGAGE

THIS INDENTURE of mortgage made this 10th day of September, 1960, by and between
SAM G. MELONAS and RITA MELONAS, his wife

hereinafter called the mortgagor, (whether one or more) and THE UNITED STATES NATIONAL BANK OF PORTLAND, a national banking association, hereinafter called the mortgagee,

WITNESSETH:

That the mortgagor, in consideration of the sum of Thirty-five thousand and No/100 -----
 (\$ 35,000.00) dollars received from the mortgagee, does hereby grant, bargain, sell and convey to said mortgagee, its successors and assigns forever, all of that certain property situated in the City of Stevenson
Washington
 County of Skamania, State of Oregon, and described as follows, to-wit:

A tract of land located in Government Lot 9 of Section 1, Township 2 North, Range 7 E. W. M., more particularly described as follows:

Beginning at a point from which the intersection of the west line of Henry Shepard D.L.C. No. 43 and the north line of said Section 1, bears north 43° 31' east 87.15 feet and north 617.7 feet; thence south 132.33 feet; thence south 49° 05' west 99.2 feet; thence north 21° 08' west 106.27 feet to the southerly right of way line of Primary State Highway No. 8; thence along said highway line on a curve to the right having a radius of 1,860.0 feet, a central angle of 4° 37' 20" and an arc length of 150.0 feet, the long chord of which bears north 49° 05' east 149.9 feet, to the point of beginning.



together with all and singular the privileges, tenements, hereditaments and appurtenances now or hereafter thereunto belonging, or in any wise appertaining, including, but not limited to, any and all party wall agreements, easements, rights of way, water rights and all other rights and privileges owned or enjoyed by the mortgagor with respect to said property or any part thereof, whether or not appurtenant thereto.

TO HAVE AND TO HOLD, said property unto said mortgagee, its successors and assigns, forever.

And said mortgagor does hereby covenant to and with said mortgagee, its successors and assigns, that said mortgagor is lawfully seized in fee simple of the property above described; that said property is free and clear of all liens and encumbrances of every nature and kind whatsoever, and that said mortgagor will forever warrant and defend the same unto the said mortgagee, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

The condition of this conveyance is such that whereas said mortgagee has actually loaned and advanced to said mortgagor, and said mortgagor has received the just and full sum of Thirty-five thousand and No/100 -----
 (\$ 35,000.00) dollars, to be repaid according to the terms of one principal note of even date executed by the mortgagor for
Thirty-five Thousand and No/100 ----- (\$ 35,000.00) dollars, and repayable
in monthly installments

the unpaid balance of principal and interest, if any then remains unpaid, to be due and payable 15 years from date, and payable to the order of The United States National Bank of Portland at its Head Office Branch, and bearing interest as in said note provided, and further providing for the payment of such sum as the court shall adjudge reasonable as attorneys' fees in case of suit or action thereon, and said mortgagee may, at its sole option, make further advances to the mortgagor not exceeding (original loan and future advances) at any one time the aggregate principal sum of Thirty-five thousand and No/100 ----- (\$ 35,000.00) dollars and interest. The payment of any portion or the whole of said aggregate principal sum shall in no way affect the right of the mortgagee, at its option, to make further advances hereunder within said aggregate principal sum, to be secured by the lien of this mortgage.

NOW, THEREFORE, if the said mortgagor or mortgagor's heirs, successors or assigns, shall pay to said mortgagee, its successors or assigns, said sum of Thirty-five thousand and No/100 ----- (\$ 35,000.00) dollars, with interest thereon, according to the tenor and effect of said note, and of any renewal or renewals thereof or of any