

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee its successors and assigns forever.

This conveyance is intended as a mortgage, however, and is given to secure the payment by the mortgagor of the sum of Seventy-eight Thousand (\$ 78,000) Dollars in lawful money of the United States of America of the present standard value, due not later than 7 years from the date hereof, with interest from date until paid at the rate of 6 per cent per annum, payable monthly ; all according to the terms of the mortgage.

of which the sum of \$78,000 is the principal indebtedness is occasioned by mortgagee's agreement of indemnity on certain performance bonds given by Skamania Loggers & Contractors, Inc. to The Aetna Casualty and Surety Company totaling \$78,000, which will become due and payable if and to the extent that mortgagee is required to make contributions on account of its aforesaid indemnity and which will be discharged and released upon the discharge and release of the performance bonds above referred to.

This indenture is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby expressly entered into by the mortgagor, to-wit:

That they are lawfully seized of said premises, and now have a valid and unencumbered fee simple title thereto, and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That they will forthwith pay any liens or encumbrances now existing upon said premises superior to this mortgage;

That they will pay ~~the said principal and interest~~ all installments of interest ~~thereon~~ promptly as the same become due; ~~and will also pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanic's liens or other liens or encumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage, and will deliver all receipts therefor to the mortgagee ;~~

That so long as this mortgage shall remain in force they will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanic's liens or other liens or encumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage, and will deliver all receipts therefor to the mortgagee ;

That they will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged;