

KM

THIS MORTGAGE, Made this 18th day of December, 1961  
 by OZRO J. BARNARD, a single man,  
 to FRANK P. TRACY and EVELYNNE H. TRACY, husband and wife, Mortgagor,

WITNESSETH That said mortgagor, in consideration of TEN THOUSAND and No/100-  
 (\$10,000.00) 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 Washington, 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 por-  
 tion 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 N $\frac{1}{2}$  of the NE $\frac{1}{4}$  of the said  
 Section 6 described as follows: Beginning at the northeast corner of the said Section  
 6; thence south 89° 31' west 857.5 feet to a point in the center of State Secondary  
 Highway No. 8-B; thence south 08° 34' west 122.77 feet to a point marking the inter-  
 section 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° 04' east 120  
 feet; thence south 54° 52' east 240.7 feet along the line of low water of the Washou-  
 gal River; thence south 31° 30' west 399.76 feet; thence north 87° 26' west 754.54  
 feet; thence north 02° 34' east 420 feet to the low water mark on the south bank of the  
 Washougal River; thence south 87° 26' east 498 feet along said low water line; thence  
 north 79° 04' 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 the said Section 6 described as follows: Beginning at a point 22.60 chains  
 south and 4.80 chains west of the northeast corner of the 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 grant-  
 ed to Ida 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:

\$10,000.00

December 18, 1961

For value received, I promise to pay to the order of Frank P. Tracy and  
 Evelynne H. Tracy, husband and wife, at Portland, Oregon, Ten Thousand 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 the date hereof until paid, payable in monthly installments as follows:  
 Not less than \$150.00 on the 18th day of January, 1962, and not less than  
 \$150.00 on the 18th day of each and every month thereafter to end including  
 the 18th day of December, 1962; and not less than \$250.00 on the 18th day  
 of January, 1963 and not less than \$250.00 on the 18th day of each and every  
 month thereafter until the whole sum, principal and interest, has been paid,  
 it being agreed that each such installment shall include the interest accrued  
 to the date of payment on deferred installments, which shall be first deducted  
 from the amount paid and the remainder of the payment shall be applied to  
 reduce the principal balance; if any of said installments are not some 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 and  
 agree to pay such additional sum as the Court may adjudge reasonable as  
 attorney's fees in said suit or action.

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

Ozro J. Barnard

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 \$4500.00 in such company or companies as the mortgagee may designate, and will have all policies of insur-  
 ance 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.