

MORTGAGE

THIS INDENTURE of mortgage made this 1st day of August, 1963, by and between Verne A. Newell and Betty A. Newell, husband and 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 Six Thousand & No/100 (\$6,000.00) 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 Washington County of Skamania, State of Oregon, and described as follows, to-wit:

The Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 15, Township 3 North, Range 10E. W. M.;

EXCEPT that portion thereof described as follows: Beginning at the northeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 15; thence west 9 rods; thence south 40 rods; thence east 9 rods; thence north 40 rods to the point of beginning;

AND EXCEPT that portion thereof described as follows: Beginning at the southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 15; thence west 31 rods; thence north 40 rods; thence east 31 rods; thence south 40 rods to the point of beginning;

AND EXCEPT that portion thereof described as follows: Beginning at a point 40 rods south and 9 rods west of the northeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 15; thence north 126 feet; thence west 206 feet; thence south 126 feet; thence east 206 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 Six Thousand & No/100 (\$6,000.00) dollars, to be repaid according to the terms of one principal note of even date executed by the mortgagor for Six Thousand & No/100 (\$6,000.00) dollars, and repayable in monthly payments

the unpaid balance of principal and interest, if any then remains unpaid, to be due and payable ten years from date, and payable to the order of The United States National Bank of Portland at its Hood River 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 Six Thousand & No/100 (\$6,000.00) 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 Six Thousand & No/100 (\$6,000.00) dollars, with interest thereon, according to the tenor and effect of said note, and of any extensions or renewals thereof or of any