-1 <u>-1.</u> (.) (.) (.)

REAL AND CHATTEL MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned WAYNE L. AMAN and BERNICE AMAN, husband and wife, hereinafter referred to as "Mortgagor", are justliy indebted to ARTHUR R. GOULARD and GENEVIEVE L. GOULARD, husband and wife, hereinafter referred to as "Mortgagee", in the sum of FIFTY-THREE THOUSAND DOLLARS (\$53,000.00), said obligation bearing interest on deferred balances at the rate of six percent than the sum of payable in monthly installments of not less than mencing on October 10, 1964, all according to the terms of a certain promissory note bearing even date herewith.

NOW THEREFORE, for the purpose of securing the payment of the aforesaid obligation, the Mortgagor does by this instrument grant, bargain, sell and mortgage unto the aforesaid Mortgagee, their heirs or assigns, the following described real and personal property, to-wit:

- Lots Twenty-seven (27) and Twenty-eight (28), Block Seven (7), plat of Stevenson, according to the duly recorded plat thereof, situated in Skamania County, Washington.
- 2. All of the goods, wares, merchandise and stock-intrade, now used, useful and held for sale in that
 certain drug store business conducted by Mortgagor
 at Stevenson, Washington, under the name and style
 of WAYNE'S REXALL PHARMACY (formerly GOULARD'S REXALL
 DRUGS), said goods, wares, merchandise and stock-intrade being situated within the store room space occupied by said business upon the real property above
 described, including and together with all of the
 additions and replenishments to the said goods, wares,
 merchandise and stock-in-trade hereafter acquired.
- 3. All of the furniture, fixtures and equipment now used and useful in connection with that certain drug store business known as Wayne's Rexall Pharmacy as above described and situated within the store room space upon the above described real property, including all of the additions, replacements and improvements to said fixtures, furniture and equipment hereafter acquired by the Mortgagor.

AND AS CONDITIONS OF THIS MORTGAGE, THE MORTGAGOR COVENANTS AS FOLLOWS:

1. It is understood that the stock of merchandise above described and herein mortgaged constitutes the stock-in-trade of Mortgagor's said business. Mortgagor shall have the right to retain the possession of said stock-in-trade and shall have the right to sell the same to the public in the ordinary course of business, PROVIDED HOWEVER, that Mortgagor shall, as a condition of this mortgage, at all times replenish said stock-in-trade to the end that the same shall be maintained at all times substantially at or above its present standard of quality, quantity and value, and the privilege of making such sales therefrom as aforesaid shall not be construed as a release of this mortgage as to any such goods remaining, and the said goods, wares and merchandise so placed in stock to replenish the same as

JEFFERSON D. MILLER , ATTORNEY-AT-LAW CAMAS, WASHINGTON



