

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 a promissory note, which is as follows:

FOR VALUE RECEIVED William H. Asbaugh promise to pay to the order of Benjamin E. Leveton at the Peninsula Branch of the United States National Bank of Oregon Ten Thousand Dollars (\$10,000) in lawful money of the United States of America with interest thereon in like money at the rate of six (6) per cent per annum from date until paid payable in monthly installments of not less than Two Hundred Dollars (\$200) in any one payment, including the full amount of interest on this note at time of payment of each installment. The first payment to be made upon the tenth day of November, 1967, and a like payment on the tenth day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so 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, William H. Asbaugh promises to pay such additional sum as the court may adjudge reasonable as attorney fees in said suit or action.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is the owner of an equity in said real property and is purchasing said real property by virtue of a Real Estate Contract entered into by and between John H. Smith III and Nancy Shields Smith and William H. Asbaugh and Darlene A. Asbaugh on July 1, 1965.

That said mortgagor warrants that he will forever defend his equity against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied