have the right to vote said shares of stock as he deems in the best interest of the corporation and shall have all other rights consistent with ownership thereof. That said mortgagor agrees not to in any way pledge said shares of stock as collateral for any other loan or as security for any other debt.

That in addition hereto William H. Asbaugh agrees that Benjamin E. Leveton shall appear as his beneficiary on a life insurance policy with Facific Mutual Life Insurance Company, Policy No. 1516 843, and will have said policy of insurance made payable to said Benjamin E. Leveton as his interest may appear in the event of the death of William H. Asbaugh prior to the note being paid in full.

That William H. Asbaugh and Benjamin E. Leveton each agree that on or before August 10, 1968, that said real property situated in Skamania County, Washington, and described herein shall be pledged as security to obtain sufficient funds to pay the balance owing to John H. Smith III and Nancy Shields Smith and that the rights of Benajmin E. Leveton shall be secondary to any person or persons loaning the remaining of the purchase price.

IN WITNESS WHEREOF, the mortgager and mortgager have hereunto set their hands and seals the day and year first above written.

Mortgagor

(SEAL)

Page 5 + MORTGAGE