

72082

BOOK #8 PAGE 449

MORTGAGE
(BY CORPORATION)

THIS INDENTURE, Made this 7 day of April,
in the year of our Lord One Thousand Nine Hundred and Seventy,
BETWEEN COLUMBIA-PACIFIC TOWING CORPORATION,
a Corporation, duly organized and existing under the laws of the State of Washington, the party of the
first part, and Estes I. Smith and H. Virginia Smith
the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten and
no/100***** DOLLARS
lawful money of the United States, to it in hand paid by the said party of the second part, the receipt whereof is
hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the
second part, and unto their heirs, executors, administrators and assigns, the following tract, lot, or
parcel, of land, situate, lying and being in the County of Skagit, State of Washington,
and particularly bounded and described as follows, to-wit:

Lot 17, 18, 19, 20, 21 and 22 of Block 1 of the
original town of Stevenson, Washington known
by the parties hereto as the "O'Neal Property".

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.
THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Four Hundred,

Seventy Thousand and no/100 DOLLARS,
lawful money of the United States, together with interest thereon in like lawful money at the rate of 12 1/2 per cent. per annum, from date until paid, according to the terms and conditions of a certain promissory note, bearing date December 27, 1961, made by Columbia-Pacific Towing Corporation, payable to the order of said party of the second part, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any part thereof when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, their executors, administrators or assigns; are hereby empowered to sell the said premises with all and every of the appurtenances, or any part thereof in the manner prescribed by law, and out of the money arising from such sale to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, its successors or assigns. And in any suit or other proceeding that may be had for the recovery of said principal sum and interest, on either said note, or this mortgage, it shall not be lawful for the said party of the second part, their heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of all ways and counsel employed in such foreclosure suit, the sum of Two Hundred and no/100 dollars in lawful money for in case of attachment or payment being made after suit was commenced, and before the final decree has been entered thereon, an attorney's fee of One Hundred dollars in lawful money shall be taxed as part of the costs in such suit, as well as all payments that the said party of the second part, their heirs, executors, administrators or assigns may be obliged to make for, or their security by insurance of, on account of any taxes, charges, incumbrances or assessments whatso ever on the said premises or any part thereof, together with interest thereon at the rate of per cent. from the time of said payment.

AS WITNESS WHEREOF, The said party of the first part has caused these presents to be executed by its
President, Secretary,
thereunto directed, authorized, and has caused its seal to be hereunto affixed the day and year first above written.

Signed, Sealed and Delivered in presence of

By President
and Secretary

STATE OF OREGON, ORUGON

County of MULTNOMAH

BOOK #8

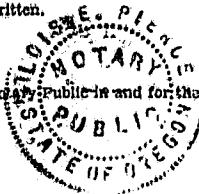
(CORPORATE ACKNOWLEDGMENT)

On this 7th day of April, 1970.

before me personally appeared ROLAND E. BRUSCO

to me known to be the President
of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free
and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that
he was authorized to execute said instrument and that the seal attached is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above
written.



Roland E. Brusco

Oregon

My Commission expires: 9/10/70

No. 720882

MORTGAGE
BY CORPORATION

FROM

TO

I HEREBY CERTIFY THAT THE
INSTRUMENT PREPARED AND
FILED BY ME IS A TRUE COPY
OF THE ORIGINAL INSTRUMENT
FILED IN THE OFFICE OF THE
CLERK OF MULTNOMAH COUNTY, OREGON.

REGISTERED	INDEXED	FILED
RECORDED	SEARCHED	INDEXED
COPIED	FILED	SEARCHED
SERIALIZED	INDEXED	FILED
MAILED	SEARCHED	INDEXED

FIS NOTARIZED
AT THE
OFFICE OF
THE CLERK
OF MULTNOMAH
COUNTY, OREGON.
ROLAND E. BRUSCO,
NOTARY PUBLIC