

THIS MORTGAGE, Made this 28th day of December, 1971,
 by R. M. HEGEWALD and HELEN B. HEGEWALD, husband and wife Mortgagor,
 to ALPINE VENEERS, INC., an Oregon corporation Mortgagee,
 WITNESSETH, That said mortgagor, in consideration of One Hundred Sixty One Thousand
and no/100 (\$161,000.00) - - - - - Dollars, to him paid by said mortgagee, does hereby
 grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
 tain real property situated in Skamania County, State of OREGON bounded and described as
 follows, to-wit:

A tract of land located in Section 1, Township 2 North, Range 7 E.W.M.
 described as follows:

Beginning at a point 300 feet west of the southeast corner of Govern-
 ment Lot 8 of the said Section 1; thence north to a point 560 feet
 south, when measured at a right angle, from the centerline of that
 certain county road formerly designated as State Highway No. 8, said
 point being the initial point of the tract hereby described; thence
 north 63° 24' east parallel to, and 560 feet distant from, when measured
 at right angles, the centerline of said road to intersection with the
 center of the channel of Rock Creek; thence northerly along the channel
 of Rock Creek to its intersection with the centerline of said road;
 thence following the centerline of said road in a southeasterly direction
 to a point south of the initial point; thence south to the initial point;

EXCEPT the following described tract: Beginning at a steel bard which
 is south 545.40 feet and west 827.40 feet from the quarter corner on
 the north line of the said Section 1, which point is also south 36° 45'
 east 30 feet from the centerline of the county road aforesaid; thence
 south 36° 45' east 20 feet to the initial point of the tract hereby
 excepted, said point being on the southeasterly right of way line of
 said road; thence south 53° 15' west 50 feet along said right of way line;
 thence south 36° 45' east 300 feet; thence parallel with said road
 north 53° 15' east 376.4 feet, more or less, to the center of the chan-
 nel of Rock Creek; thence along said channel north 30° 22' west 301.9
 feet, more or less, to the southeasterly right of way line of said road;
 thence along said right of way line south 53° 15' west 359.9 feet, more
 or less, to the initial point of the excepted tract; said excepted
 parcel containing 2.71 acres, more or less.

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 made in full satisfaction of the indebtedness of the mortgagor to the mortgagee in the sum of \$161,000.00 payable to Alpine Veneers, Inc. by R. M. Hegewald, Helen B. Hegewald and Hegewald Timber Co., Inc., jointly and severally.~~

This and other mortgages are intended to secure the payment of a promissory note in the amount of \$161,000.00 payable to Alpine Veneers, Inc. by R. M. Hegewald, Helen B. Hegewald and Hegewald Timber Co., Inc., jointly and severally.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note(s), principal and interest, according to the terms thereof; that while any part of said note(s) remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note(s) above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$ 00 in such company or companies as the mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note(s) according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note(s); it being agreed that a failure to perform any covenant herein, or if proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note(s) or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrances or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note(s) without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together with the reasonable costs incurred by the mortgagee for title reports and title search, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may, upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due, under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal the day and year first above written.

Executed in the presence of

[Signature] (SEAL)
[Signature] (SEAL)
(SEAL)
(SEAL)

74316

MORTGAGE

(FORM NO. 103A)

R. M. HEGEWALD and HELEN

B. HEGEWALD

TO

ALPINE VENEERS, INC.

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the 19th day of December, 1971, at 2:00 o'clock P.M., and recorded in book _____ on page _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

County Clerk-Recorder.

By

STEVENS-DEES LAW FIRM, P.C., PORTLAND

YERKSON

STATE OF OREGON,

County of Multnomah

BE IT REMEMBERED, That on this 18th day of December, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named R. M. HEGEWALD and HELEN B. HEGEWALD, husband and wife

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



[Signature]
Notary Public for Oregon.
My Commission expires 10/16/72.