

74317

THIS MORTGAGE Made this 28<sup>th</sup> day of December, 1971, between HEGEWALD TIMBER CO., INC., a Corporation, duly organized and existing under the laws of the State of Washington, hereinafter called the Mortgagor, and ALPINE VENEERS, INC., hereinafter called the Mortgagee, WITNESSETH, That said mortgagor, in consideration of One Hundred Sixty One Thousand and no/100 (\$161,000.00) Dollars, to it paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators, successors and/or assigns, that certain real property situated in Skamania County, State of Ore, bounded and described as follows: Washington

The legal descriptions are attached hereto as "Exhibit A" and by this reference made a part hereof.



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, successors and/or assigns forever.

~~This mortgage is 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.~~

This and other mortgages are interded 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, successors and/or assigns, that it is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto except as to a

prior mortgage to C.I.T. Corporation.

and will warrant and forever defend the same against all persons; that it will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid it 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 above described, when due and payable and before the same may become delinquent; that it 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 it will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now, if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that it will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagor, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note 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; it being agreed that upon 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 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, encumbrance or insurance premiums 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 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 claim being instituted to foreclose this mortgage, the mortgagee agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action and if an appeal is taken from any judgment or decree entered therein mortgagee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all such 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, successors and/or 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 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, **HEGEWALD TIMBER CO., INC.** pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed this 28 day of December, 19 71.

By [Signature] President

By [Signature] Asst. Secretary

REGISTERED	INDEXED	FILED	RECORDED	COMPARED

74317  
**MORTGAGE**

Corporation  
(RCM No. 73A)

**HEGEWALD TIMBER CO., INC.**

TO

**ALPINE VENEERS, INC.**

STATE OF OREGON,

County of Multnomah

I certify that the within instrument was received for record on the 3 day of Dec, 19 72, at 1:30 o'clock P. M. and recorded in book 47 on page 457.  
Record of Mortgages of said County.

Witness my hand and seal of County affixed.

[Signature]  
By E. M. [Signature] Deputy.  
Title  
STEVENS LAW PUB. CO., PORTLAND, ORE.

**YERKOVICH AND CURTISON**  
ATTORNEYS AT LAW  
601 N. W. 1st St.  
Portland, Ore.

(ORS 93.450)

STATE OF OREGON, County of Multnomah

) ss.

Dec 28, 1971

Personally appeared **R. M. HEGEWALD** and **MAX HEGEWALD**

who being duly sworn (or affirmed) did say that they are the

President and Assistant Secretary,

(President or other officer or officers)

of

**HEGEWALD TIMBER CO., INC.**

(Name of corporation)

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be its voluntary act and deed.

Before me:

[Signature]  
Notary Public for Oregon.

My commission expires 10/16/72

(OFFICIAL SEAL)



LEGAL DESCRIPTION - STEVENSON PROPERTY & MILL SITE

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

Beginning at a point 300 feet west of the southeast corner of Government Lot 3 of said Section 11 thence north to a point 560 feet southerly, when measured at a right angle, of the center line of that certain county road formerly designated as State Highway No. 8; thence North 63°24' east parallel to, and 560 feet distant from, when measured at a right angle, the center line of the said road to intersection with the center of Rock Creek; thence southerly along the center of Rock Creek to its intersection with the quarter section line running north and south through the center of the said Section 11 thence South along said quarter section line to its intersection with the west bank of the westerly outlet of Rock Creek; thence following said west bank southerly to the northwesterly right of way line of the Spokane, Portland & Seattle Railway Co.; thence South 52°13' West following the northwesterly right of way line of said railway company crossing the west line of the said Section 1 to a point in the said Section 2 marking the intersection between the northerly right of way line of said railway and the southerly line of the aforesaid county road formerly designated as State Highway No. 8; thence in a northeasterly direction following the southeasterly right of way line of said county road to intersection with the southerly line of Government Lot 3 of the said Section 11 thence east to the point of beginning;

EXCEPT (1) a tract of land conveyed to Gar R. Hinger by deed dated August 15, 1945, and recorded at page 617 of Book 30 of Deeds Records of Shumana County, Washington;

(2) A tract of land conveyed to J.J. Houser by deed dated January 9, 1942, and recorded at page 482 of Book 29 of Deeds; and

(3) A tract of land acquired by the State of Washington by various conveyances for highway shop purposes;

AND SUBJECT TO right of way for existing State Highway No. 8, a flowage easement granted to the United States of America, and easements for electric power and telephone transmission lines;

AND SUBJECT TO easement granted to Spokane, Portland & Seattle Railway Company for railroad right of way purposes dated July 1, 1957, and recorded at page 12 of Book 44 of Deeds;

"EXHIBIT A"



LEGAL DESCRIPTION - STEVENSON, WASHINGTON PROPERTY

A tract of land in Section 2, Township 4 North, Range 7 E.W.M., more particularly described as follows:

Beginning at a point on the east line of the said Section 2, south 334.67 feet from the intersection of the north line of the Baughman D.L.C. and the east line of the said Section 2; thence south 77°25' West 591.55 feet; thence South 23°45' East 76.25 feet; thence south 52°22' east 187.35 feet to the initial point of the tract hereby described; thence South 52°22' east 68.35 feet; thence South 31°03' east 471.95 feet to intersection with the division line between the northeasterly and southwesterly halves of the Baughman D.L.C.; thence South 64°10' east following the said division line 301.22 feet to intersection with the east line of the said Section 2; thence north following the east line of the said Section 2 to a point north 77°25' east of the initial point; thence South 77°25' west to initial point;

EXCEPTING, however, that portion thereof lying easterly of the road formerly designated as State Highway #8 and presently in use as a county road.

AND SUBJECT TO public roads and rights of way on, over and across the above described real property.



LEGAL DESCRIPTION - STEVENSON, WASHINGTON PROPERTY

All that portion of the following described real property, lying easterly of the right of way of the former State Highway (now an established county road), to-wit:

Beginning at the intersection of the west line of Section 1, Township 2 North, Range 7 E.W.M., and the north line of the Baughman D.L.C.; said point being 1520.65 feet south of the northwest corner of said Section 1; thence North, 60° 01' west along said west line Section 1, 232 feet; thence East 116.0 feet, more or less, to right of way of former State Highway according to survey approved, March 16, 1927; thence southerly along the right of way line of said State Highway to north line Baughman D.L.C.; thence West to the point of beginning, all in the County of Stanislaus, State of Washington.

SUBJECT to easements and encumbrances of record.

LEGAL DESCRIPTION - HOME VALLEY MILL PROPERTY

A tract of land in the William M. Murphy D.L.C. in Sections 27 and 34, Township 3 North, Range 8 E.W.M., more particularly described as follows:

Beginning at the southwest corner of the said Section 27; thence north  $48^{\circ}$  east 136 feet; thence north  $24^{\circ}$  east 330 feet; thence north  $78^{\circ}$  east 456 feet; thence north  $89^{\circ}$  east 175 feet; thence south  $71^{\circ}$  east 151 feet; thence south  $76^{\circ}$  east 95 feet; thence south  $73^{\circ}$  east 151 feet; thence north  $86^{\circ}$  east 212 feet; thence north  $37^{\circ}$  east 127 feet; thence north  $03^{\circ}$  east 289 feet; thence north  $44^{\circ}$  west 44 feet; thence north  $15^{\circ}$  west 50 feet; thence north  $11^{\circ}$  east to intersection with the southerly boundary of the Spokane, Portland & Seattle Railway Company's right of way; thence in a southeasterly direction following the southerly boundary of the said railway right of way to intersection with the east boundary line of the said William M. Murphy D.L.C.; thence south along the east line of the said William M. Murphy D.L.C. to the meander line of the Columbia River, said point being in the said Section 34; thence following the meander line of the Columbia River in a northwesterly direction to intersection with the west line of the said Section 34; thence north along the west line of said Section 34 to the point of beginning.

ALSO, all shore lands of the second class situated in front of and adjacent to or abutting upon that part of the William M. Murphy D.L.C. included in Section 34, Township 3 North, Range 8 E.W.M., with a frontage of 48.05 lineal chains, measured along the meander line of the Columbia River, according to a certified copy of the government field notes of the survey thereof on file in the office of the Commissioner of Public Lands at Olympia, Washington.

SUBJECT TO flowage easement granted to the United States of America by deed dated January 21, 1936, and recorded March 3, 1936, at page 435 of Book Y of Deeds, granting the right to overflow the real estate under search with the backwaters formed by the Bonneville Dam up to the 95 foot contour line as determined by reference to the USC and CG datum.



LEGAL DESCRIPTION - HOME VALLEY MILL PROPERTYPARCEL I.

Beginning at the intersection of the West line of the Robbins D.L.C. with the south line of Section 27, Township 3 North, Range 8 East of the Willamette Meridian; thence north along the west line of the said Robbins D.L.C. 20 chains; thence east parallel to the south line of the said Section 27, 10 chains; thence south parallel to the west line of the said Robbins D.L.C. 20 chains to the south line of the said Section 27; thence west along the south line of the said Section 27, 10 chains to the point of beginning;

EXCEPT (1) the following described tract of land: Beginning at the intersection of the southeasterly line of the Berge Road with the east line of the tract first above described 474 feet south of the northeast corner thereof; thence south 264 feet; thence west 186 feet more or less to intersection with the southeasterly line of the said Berge Road; thence northeasterly along the Berge Road to intersection with the east line of the tract first above described;

EXCEPT (2) a tract of land conveyed to Emil A. Noble and Alyce Noble, husband and wife, by deed dated October 1, 1943 and recorded October 24, 1943 at page 584 of Book 29 of Deed Records of Skamania County, Washington;

EXCEPT (3) a tract of land conveyed to Frank Wm. Birkenfelt and Spencer L. Garwood by deed dated April 30, 1951, and recorded May 23, 1951, at page 495 of Book 33 of Deeds.

EXCEPT (4) the following tract of land: Beginning at a point 906.6 feet north and 665 feet west of the intersection of the west line of the Robbins D.L.C. and the south line of the said Section 27; thence north  $29^{\circ}$  west 122.4 feet; thence north  $36^{\circ}37'$  east 99.3 feet; thence south 186.8 feet to the point of beginning.

EXCEPT (5) rights of way for public roads including that for the county road known and designated as the Berge Road and for State Highway No. 8 as properly located and established and right of way for road 20 feet in width granted to Gunnar Johnson by deed dated December 22, 1936, and recorded December 22, 1936 at page 131 of Book 2 of Deeds.

EXCEPT (6) right of way of the Spokane, Portland & Seattle Railway Company.

EXCEPT (7) easements for electric power transmission lines owned by Public Utility District No. 1 of Skamania County, a municipal corporation, and Pacific Power & Light Company, a corporation.

#### PARCEL II.

Beginning at a point on the south line of the said Section 27, 10 chains east of its intersection with the west line of the Robbins D.L.C.; thence east along the south line of the said Section 27 to intersection with the southerly line of the Spokane, Portland & Seattle Railway Company's right of way; thence in a northwesterly direction following the southerly line of the said railway right of way to a point due north of the point of beginning; thence south to the point of beginning.

#### PARCEL III.

A triangular tract of property with approximately 14 acres more or less, lying south of the right of way of the Spokane, Portland & Seattle Railroad and bounded on the west by the east meander line of the Wind River and on the south and east by property now owned by Skamania Loggers & Contractors, Inc.



LEGAL DESCRIPTION - ROCK PIT

All of Government Lot 4, Section 35, Township 3  
North, Range 8 East of the Willamette Meridian, Skamania  
County, Washington, lying North of Washington Primary State  
Highway No. 8

Subject to Order and Decree entered on September 28,  
1916, by the Superior Court of Skamania County, Washington, in  
the case of County of Skamania, petitioner, vs. Spokane, Portland  
and Seattle Railway Company, claimant, appropriating for  
highway purposes a portion of said Lot 4.

Also subject to Flowage Easement dated August 20,  
1937, granted by Spokane, Portland and Seattle Railway Company  
to the United States of America.



LEGAL DESCRIPTION - CARSON, WASHINGTON

The Northwest quarter (NW 1/4) of Lot 14,  
Section 1, Township 3 North, Range 7-1/2 East of the  
Willamette Meridian; formerly Home Valley Irrigation  
and Power Co., containing 10 acres more or less, in  
the County of Skamania, State of Washington.