## MORTGAGE

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American bandon and page 4 and 50	
Robert K. & Claudia J. Lrick, husband and	wife (Mortgagor)
Vancouver Avenue, Stevenson, Washington	(Address)
12024 S.W. Canyor Great Western National Bank, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
Back has loaned Mortgagor three thousand forty-	nine_and_44/100
(\$3,049.44 which is repayable with interest according	g to the terms of a promissory note dated the same
as this mortgage, under which the final payment of principal and in The ferm "indebtedness" as used in this mortgage shad mean (a) the any tenewals, modifications, and extensions thereof, (b) any future in its discretion learn as Mortgagor, and colory sums paid or adva- gagor as permitted under this mortgage.  To secure payment of the indebtedness and performance of	ne principal and interest payable under the note, and re amounts together with interest that the Bank may need by the Bank to discharge obligations of Mort-
Mortgagor mortgages to the Bank on the terms set out below the fo County, State of Oregon:	ollowing property in Skamania

A tract of land located in the Henry Shepard D.L.C. and in Government Lot 9 of Section 1, Township 2 North, Range 7 E. M.M., described as follows:

Beginning at the northeast corner of Government Lot 9 of the said Section 1, said noint being located on the west line of the Shepard D.L.C. aforesaid; thence east to a point 3 feet east of said west line; thence south parallel to the west line of the Shepard D.L.C. 215 feet, more or less, to the south line of a tract of land conveyed by Louis N. Joseph, et ux, to Jack M. Schmidt, et ux, by deed dated November 18, 1970, and recorded at page 44% of Book 62 of Jeds, Records of Skamania County, Washington; thence south 72 22'48" west 3 feet, more or less, to the west line of the Shepard D.L.C.; thence north along said west line to a point 209 feet south of the point of beginning; thence west 104.5 feet; thence north 209 feet to the north line of the said Section 1: thence east 106.5 feet to the north of beginning; tion 1; thence east 104.5 feet to the point of beginning;

TESETALR with an easement and right of way for an existing sewer line connecting with the main along Russell Street;

EXCEPT easements and rights of way for the public street known and designated as Vancouver Avenue.



together with all appartenances, all existing or subsequently erected or attixed improvements or fixtures, and all equipment. Inmishings and other articles of personal property now or subsequently located on or used in connection with the property, all of which is collectively referred to as the Property.

1. Possession and Manuguance of the Property.
1.1 Until in default, Mortgagor shall remain in possession and control of the Property and shall be free to operate and manage the Property and receive the proceeds of operation. The Property shall be maintained in good condition at all times. Mortgagor shall promptly make all necessary repairs, replicements and sciencials so that the value of the Property shall be maintained, and Mortgagor shall not commit or permit any waste on the Property. Mortgagor shall comply with all laws, dedinances, regulations and private restrictions after ting the Property.

1.2 Mortgagor shall operate the Property in such manner as to prevent deterioration of the land and improbe ments including tences, except for reasonable wear and tear from proper use.

1.3 Mortgagor shall not demolish or remove any improvement from the Property without the written consent of Bank.

Completion of Construction.

If some or all of the proceeds of the loan creating the indebtedness are to be used to construct or complete construction of any improvement on the Property, the improvement shall be completed on or before six months from the date of this mortgage and Mortgagor shall pay in full all costs and expenses in conjection with the work.

Taxes and Liens. 3.1 Mortgagor shall pay before they become delinquent all taxes and assessments levied against or on account of the Property, and shall pay as due all claims for work done on or for services rendered or material furnished to the Property, Mortgagor shall maintain the Property free of any liens having priority over or equal to the interest of the Bank under this mortgage, except for the lien of taxes and assessments not delinquent and except as otherwise provided

Mortgagor may withhold payment of any the assissment, or claint'in connection with a good faith dispute over the obligation to pay, so long as the Bank's Interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Mortgagor shall within 15 days after the lien arises or. If a lien is filed, within 15 days after Mortgagor has notice of the filing, secure the discharge of the lien or deposit with the Bank cash or a sufficient corpomortgagor has notice of the filing, security the discharge of the lien of deposit with the lank cash of a sufficient corporate surety bond or other security satisfactory to the Bank in an amount sufficient to discharge the lien plus any costs, attorneys' fees or other charge, that could exerue as a result of a foreclosure or sale under the lien.

3.3. The assessor or tax collector of the county in which the Property is ligated is authorized to deliver to the Bank a written statement of the property taxes assessed or owing at any time.

4, Insurance.

4.1 Mortgagor shall carry such insurance as the Bank may reasonably require. This shall include insurance on the Property against fire, additional risks covered by a standard endorsement for extended everage, and such other risks amay be specified by the Bank including without limitation war risks. Insurance on the Property shall be carried in companies and ender policies approved by the Bank and shall be for an amount equal to the tentaining unpaid portion of the indebtedness or the full insurable value of the Property, whichever is less, and an amount sufficient to comply

of the indebtedness or the full insurable value of the Property, whenever is less, and an amount authorized with any co-insurance providion in any policy.

4.2 All policies of insurance on the Property shall bear an endorsement in a form satisfactory to the Bank making loss payable to the Bank and shall be deposited with the Bank. In the event of loss, Mortgagor shall immediately notify the Bank, which may make proof of loss if it is not made promptly by Mortgagor. Proceeds shall be paid directly to the Bank which may congrunnise with any insurance company as I make a final settlement which shall be binding upon Mortgagor. The Pank may, at its election, apply the proceeds to the reduction of the indebtedness or the restoration of the Property. tion or repair of the Property

4.3 At least 30 days prior to the expiration of any policy, a satisfactory renewal or substitute policy shall be secured by the Mortgagar

Transport.

5.1 The Bank may require Marging to maintain poseive for a yment of taxes (including special assessments and other charges game 2. Property is governmental or quast commental bodies or premiums on insurance or both. The reserves shall be created by payment each mouth to the Bank of an amount determined by the Bank to be sufficient to produce, at least 30 days before they are due, amounts equal to or in excess of the taxes and insurance premiums to be paid. If at the time that payments are to be mide the reserve for either taxes or insurance premiums is insufficient. Mortgagor shall upon demand was each additional sum as the Bank shall determine to be necessary to cover the required payment. The Bank may from the to time establish reasonable service charges for the collection and support of taxes or insurance gremmings or both. payment of taxes or insurance premiums or both.

5,2 If the Bank carries insurance covering the repayment of all or any part of the indebtedness, the premiums for such insurance shall be paid by Mortgagor, and the Bank may require Mortgagor to maintain a reserve for such

for such insurance shall be paid by Mortgagor, and the Bank may require Mortgagor to maintain a reserve for such purpose in the same manner as for taxes and insurance.

5.3 If Mortgagor desires to carry a package plan of insurance that includes coverage in addition to that required under this mortgage, the Bank may at its optic o establish and administer a reserve for that purpose. In such event, the premium attilibutable to the required insurance coverage shall be quoted separately, and the Bank may permit Mortgagor to fernish a dertificate of insurance rather than deposit the policy as required in 4.2. If at any time the Bank holds an insufficant amount in the insurance rather than deposit the policy as required insurance coverage at its discretion, pay only that portion of the premium attributable to the required insurance coverage. It the Islanker policy does not permit such partial payment, the Bank may use the reserve funds for the premium on a new separate policy providing the required insurance coverage and allow the package policy to lapse.

5.4 The Mortgagor hereby authorizes the Bank to pay any and all taxes, assessments and other charges levied or imposed against the Property in the amounts as shown by the statements thereof leminated by the collector of such mixed by the insurance carriers of their representatives, and to charge said sums to the principal of the loan or to with draw the sums which may be required from the reserve account, if any, established for that purpose. The Mortgagor agrees in no occur to hold the Bank responsible for failure to have any insurance written or for any loss or damage growing out of a defect in any polic.

5.4 Expenditures by the Bank.

to. Expenditures by the Bank.

It Morrgagur shall fail to comply with any provision of this mortgage, the Bank may, at its option, on Mortgagor's behalf take the required action and any amount that it expends in so doing shall be added to the in teltedness. Amounts to added shall be payable on demand with interest at the rate of the percent amount rout the decent of the rights provided for in this paragraph shall be in added to the rights or any remediate to which the Bank may be entitled on account of the default, and the Bank half to be taking the required action one the decault is as to har it from any ramedy that it otherwise would have had

2 Late Payment Benalty.

If any payment under the note is late by 15 days or more the Bank may charge a benalty up to two cents for each so the streament so in arrears to cover the extra expense involved in handling delinquent payments. Collection of a late payment charge shall not constitute a waiver of or prejudice the Bank's right to pursue acy other right or remedy available on account of the delinquency.

Warrinty: Defense of Title. 8.1 Mortgagor warrants that he holds merchantable title to the Property in fee simple free of all encumbrances

other than those e. merated in the title policy, if any, issued for the benefit of the Bank in connection with this transaction and accepted by the Bank.

8.2 Subject to the exceptions in 8.1 above, Mortgagor warrants and will forever defend the title against the lawful claims of all persons, in the event any action or proceeding is commenced that questions Mortgagor's title or the interest of the Bank under this mortgage, Mortgagor shall defend the action at its expense.

Condemnation.

- 9.1 If all or any part of the Property is condemned, the Bank at its election may require that all or any portion of the net proceeds of the award be applied on the indebtedness. The nes proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorpays' tees necessarily paid or incurred by Martgagor and the Bank in connection with the condemnation. 9.2 If any proceedings in condemna-
- If any proceedings in condemnation are filed. Mortgagor shall promptly take such steps as may be necessary defend the action and obtain the award.

Imposition of Tax by State.

10.1 The following shall constitute state taxes to which this paragraph applies:

(a) A specific tax upon mortgages or upor all or any part of the indebtedness secured by a mortgage.

(b) A specific tax on the importance of mortgaged property which the taxpayer is authorized or required to

deduct from payments on the mortgage.

(c) A tax on mortgaged premises chargeable against the mortgagee or the holder of the note secured.

(d) A specific tax on all or any porton of the indebtedness or on payments of principal and inferest

made by a mortgagor.

10.2 If any state tax to which this paragraph applies is enacted subsequent to the date of this mortgage, this shall have the came effect as a default, and the Bank may exercise any or all of the remedies available to it is the event of a

default unless the following conditions are met:

(a) Mortgagor may lawfully pay the tax or charge imposed by the state tax, and,

(b) Mortgagor pays or offers to pay the tax or charge within 30—2)s after notice from the Bank that the tax law has been enacted. Transfer by Mortgagor.

11.1 Mortgagor shall not, without the prior written consent of the Book, transfer Mortgagor's interest in the Property whether or not the transferee assumes or agrees to pay the indebted ess. If Mortgagor or a prospective transferee applies to the Bank for consent to such a transaction, the Bank may require such information concerning the transferee as would normally be required from a new loan applicant. The Bank shill not unreasonably withhold its

11.2 As a condition of its consent to any transfer, the Bankomay in its discret on impose a service charge not exceeding one percent of the Original amount of the indebtedness, and may increase the interest rate of the indebtedness by not rivore than one percent per annual adjust the monthly payment.

11.3 No transfer by Mortgagor shall are Mortgagor of liability for payment of the indebtedness. Following a transfer, the Bank may agree to any extent the flow of the form of the indebtedness. Following a transfer, the Bank may agree to any extent the mortgagor of liability for payment of the indebtedness. Following the form of this mortgago or the promissory note without relieving Mortgagor Transfer, the Bank may in its discret on impose a service charge not exceeding other promises a service charge not exceeding other payment.

11.3 No transfer by Mortgagor of liability for payment of the indebtedness. Following a transfer, the Bank may increase the interest rate of the indebtedness.

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12.2 At the request of the Bank, Mortgagor shall join with the Bank in executing one or more financing statements pursuant to the Uniform Commercial Gode in a form satisfactory to the Bank and will pay for filling the same in the proper public office or offices as well as the cost of such lien searches made by filing officers or searching agencies as may be decined desirable by the Bank.

12.3 As additional security, the Mortgagor hereby assigns to the Bank during the continuance of this Mortgage all rents, issues, royalties and profits of the Property a Lected by this Mortgage. Until the Mortgagor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, the Mortgagor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and

payable.

Releastion Full Performance.

If Mortgager pays all of the indebtedness when due and otherwise performs all of its obligations under this mortgage and the note, the Bank shall execute and deliver to Mortgager a suitable release and satisfaction of this mortgage and suitable statements of termination of any financing statements on file evidenching the Bank's security interest in personal property. 14. Default.

The following shall constitute events of default:

14.1 Failure of Mortgagor to pay any pertion of the indebtedness when it is due.
14.2 Failure of Mortgagor within the time required by this mortgage to make any payment for taxes in urance. or mortgage insurance premiums or for reserves for such payments, or any payment necessary to prevene filing of or dis charge any first.

14.3 Failure of Mortgagor to perform any other obligation under this mortgagor within 20 days after receipt of written notice from the Bank specifying the failure.

15. Rights and Reraedies on Englants.

15.1 Upon the occurrence of any event of default and at any time thereafter, the Bank may exercise any one or struct of the following rights and semedies:

The right at its option by notice to cortgagor to declare the entire indebtedness in mediately due and in able

With respect to all or any pair of the Property that constitutes realty, the right to foreclose by

With respect to all or any par of the Property Hot constitutes realty, the right to foreclose by judicial foreclosure in accordance with applicable law.

With respect to all or any part of the Property that constitutes personalty, the rights and remedies of a secured party under the Uniform Commercial Cede.

d) The right, without notice to Mortgagor, to lake possession of the Property and collect all rept. and probles, including those past due and unpaid, and apply the net proceeds, over and above the Bapk's costs, against the indebtedness, in furtherance of this right the Bank may require any tenant or other user to make

payments of rent or use fees directly to the Bank, and payments by such tenant or user of the Bank in response to its demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed.

e. The right in connection with any legal preceedings to have a receiver appointed to take possession of any or all of the Property; with the power to protect and preserve the Property and to operate the Property preceding fore-losure or tale and apply the proceeds, over and above cost of the receivership, against the indebtedness. The receiver may serve without fond if permitted by law. The Bank's right to the appointments of a receiver shall exist whether or not apparent value of the Property exceeds the indebtedness! y a substantal amount.

Any other right or remedy provided in this mortgage or the promissory note evidencing the indebted

15.2 In exercising its rights and remedies, the Bank shall be tree to sell all or any part of the Property together or separately or to self certain portions of the Property and refrain from selling other portions. The Bank shall be entitled to bid at any public sale on all or any portion of the Property.

15.3 The pank shall give Mortgager reasonable notice of the time and file e of any public sale of my personal

18.5 The dank shall give Mortgagor reasonable notice of the time and file e of any public sale of any personal property or of the time atter which any private sale or other intended disposition of the property is to be made. Reasonable notice shall mean notice given at least ten days before the time of this his expectation.

18.4 A waiver by either party of a breach of a provision of this historiage shall not constitute a synver of or prejudice the party's right otherwise to demand strier compliance with that provision or any other provision. Election by the Bank to putone any remark shall not exclude purent of any other remedy, and an election to make expenditures or take as an to perform an obligation of Mortgagor under this more agic after failure of Mortgagor to perform shall not exfect the Bank's right to declare a default and exercise is remedied under this paragraph 15.

18.5 In the event suit or action is instituted to enforce any of the terms of this mortgage, the Bank shall be expended from Mortgagor such sums as the court; may adjudge reasonable as attorneys' fees at trial and on any appeal. All reasonable expenses incurred by the Bank that are necessary at any time in the Bank's opinion for the fraction of its interests at the enforcement of its rights, including without limitation, the cost of searching records, for any other terms of the indentedness payable on demand and shall be an interest at the rate of ten percenteger annoth from the date of expenditure until repaid. per annum from the date of expenditure until repaid.

16. Notice

Any notice under this mortgage shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address at and is mortgage. Either party may change

(Action 116.19 02	
Claudia F. Leick  INDIVIDUAL ACKNOWI EDGEMENT STATE OF STATE OF GREGON, County of Washington 185.  Personally appeared the above named 190 personally appeared 190 personally	
Claudia of Leick  INDIVIDUAL ACKNOWLEDGEMENT STATE OF CHARMON County of Washington 188.  Personally appeared the above named 199 Personally appeared 199 Personally appeared 199 State of Gregon, County of 199 Personally appeared 199 State of Mortgagor Corporation and that the seal affixed her is its seal and that this Mortgage was voluntarily sign and sealed in behalf of the corporation by authority its Board of Directors.  Before me: (SEA Notary Public for Oregon)	<b></b>
Claudia of Leick  INDIVIDUAL ACKNOWLEDGEMENT STATE OF CHARMON County of Washington 188.  Personally appeared the above named 199 Personally appeared 199 Personally appeared 199 State of Gregon, County of 199 Personally appeared 199 State of Mortgagor Corporation and that the seal affixed her is its seal and that this Mortgage was voluntarily sign and sealed in behalf of the corporation by authority its Board of Directors.  Before me: (SEA Notary Public for Oregon)	-
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me to be thember of the partnership of	
and acknowledged to me that he executed said instrument freely and voluntarily for the purposes and use there	111
mentioned, are behalf of said partnership.	
Refore me: Notary Public for Oregon	t weeks
My Commission expires:	
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10.2 If any state tax to which this paragraph applies is enacted subsequent to the date of this mortgage, this shall thave the name effect as a default, and the Bank may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

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(a) Mortgagor may lawfully pay the tax or charge imposed by the state tax, and,
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Transfer by Morrgegor.

11.1 Mortgagor shall not, without the prior written consent of the Rink, transfer Mortgagor's interest in the Property, whether or not the transferee assumes or agrees to pay the indebiguiess. If Mortgagor or a prospective transferee applies to the Bank for consent to such a transaction, the Bank may stouing such information concerning the transferee as would normally be required from a new Jan applicant. The Bank shall not unreasonably withhold its

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exceeding one percent of the original amount of the indebtedness, and razy increase the interest rate of the indebtedness by not more than one percent per annum and adjust the monthly payment.

11.3 No transfer by Mortgagor shall relieve Mortgagor of liability for payment of the indebtedness. Following a transfer, the Bank may agree to any extension of time for payment or modification of the terms of this nortgage or the promissory note of waive any right or remedy under this mortgage or the promissory note without relieving Mortgagor from liability. Mortgagor waives notice, presentment and protest with respect to the indebtedness.

12. Security Agreement: Financing Statements.

12.1 This mortgage shall constitute a security agreement with respect to any personal property included within the description of the Property.

12.2 At the request of the Bank, Mortgagor shall join with the Bank in executing one or more financing statements pursuant to the Uniform Commercial Code in a form satisfactory to the Bank and will pay for filling the same in the proper public office or offices as well as the cost of such lien searches made by filing officers or searching agencies as may be deemed desirable by the Bank.

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13. Release on Full Performance.

14 Mor gagor pays all of the indebtedness when due and otherwise performs all of its obligations under this mort gage and the note, the Bank shall execute and deliver to Mortgagor a suitable release and satisfaction of this mortgage and satisfaction of this mortgage and satisfaction of the remination of any Enancing statements on the evidencing the Bank's security interest in personal property.

The following shall constitute even; s of default:

14.1 Failure of Mortgagor to pay any portion of the indebtedness when it is due.
14.2 Failure of Mortgagor within the time required by this mortgage to make any payment for taxes, insurance, or mortgage insurance premiums or for reserves for such payments, or any payment a cessary to prevent filing of or discharge any lien.

1-1.3 Failure of Mortgagor to perform any other of ligation under tois mortgage within 20 days after receipt of written notice from the Bank specifying the failure.

Rights and Remedies on Default.

15.1 Upon the occurrence of any event of elefault and at any time theres feer, the Bank may exercise any one or mete of the following rights and remedies:

The right at its option by notice to Mortgagor to declare the entire indebtedness immediately due and

With respect to all or any part of the Property that constitutes realty, the right to foreclose by

judicial foreclosure in accordance with a plicable law.

C: With respect to all or any part of the Property that constitutes personalty, the rights and remedies of

a secured party under the Uniform Commercial Code.

d) The right, without notice to Mortgagor, to take possession of the Property and collect all rents and profits, including those past due and unpaid, and apply the net proceeds, over and above the Bank's costs, against the indebtedness. In furtherness of this right the Bank may require any tennat or other user to make payments of rent or use tees afrectly to the Bank, and payments by such tenant or user to the Bank in response to its demand shall/satisfy the obligation for which the payments are made, whether or not any proper grounds for the demind existed.

e) The right in connection with any legal proceedings to have a receiver appointed to take possession of any or all of the Property, with the power to proceeding to have a receiver and to operate the Property preceding foreclosure or sale and apply the proceeds, over and above cost of the receivership, against the indebtedness. The receiver may serve without bondall permitted by law. The Rank's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the indebtedness by a

substantial amount.

Any other right or temedy provided in this mottgage or the promissory note evidencing the indebted

15.2 In exercising its rights and requeilies, the Bank shall be free to sell all or any part of the Property together. or separately or to sell certain positions or the Property and region from selling other portions. The Bank shall be

or separately or to self-certain portions of the Property and regram from selling other portions. The Bank shall be entitled to bid at any public sale on all or any portion of the Property.

15.3 The Bank [A] giby the Mortgagos reasonable notice of the time and place of any public sale of any personal caperty or of the three after which any private sale or other Antahuded disposition of the property is to be made. Reasonable notice of the sale or disposition.

15.4 A wait for by either party of a breath of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by the Bank to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Mortgagor to under this mottgage steer failure of Mortgagor to perform shall not affect the Bank's right to declare a default and exercise its remedies under this paragraph 15.

15% In the event suit or action is instituted to enforte any of the terms of this mortgage, the Bank shall be entitled to recover from Mortgager ach sums at the court may adjudge reasonable as atternings fees a trial and on any appear. All reasonable expenses incurred by the Bank that are nice sarry at any time in the Bank's opinion for the protection of its interests or the enfortement of its rights, including without limitation, the cost of searching records, obtaining title reports, survey as reports, attorneys opinions or after insurance, whether or not any court action is morelyed, shall become a part of the indebtedness payable on devaded and shall lear interest at the rate of ten percent per Lanum from the date of expenditure until repaid.

· · · · <b>3</b> )		A A A CARE
the address for notices by written notice to the other par	ty.	4.1
17.1 Subject to the limitations stated in this mort	toure on tran. r of Mortgagor's	s interest, this mortgage shall be
his time many and investo the bounds of the parties, their	e successors and assigns.	
17.2 In constraing this mortgage the term mort	gape shall encompass the term	security agreement when the
instrument is being construed with respect to any persona	Al property.	$v_{ij} \frac{H_{ij}}{r_{ij}}$ (5)
18. Additional Terms.		San Contraction of the Contracti
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Personally appeared the above named	Personally appeared	, and
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and acl deed the toregoing instrument to be	. <b>6</b> . <b>6</b> .	, and he, the said
	15 44	And her the said
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	of Mortgagor corporation	and that the seal affixed hereto
JE	is its seal and that this M	fortgage was volvatarily signed he corporation by authority of
192 18 18 18 18 18 18 18 18 18 18 18 18 18	its Board of Directors.	te corporation by authority in
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and the start of the start of the GSEAL		(SEAL)
North Poblic for Gregory	Notary Public for Oregon	- 1
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PARTNERSHIP /	ACKNOWLEDGEMENT 🥒	
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Personally appeared the within named		
Personally appeared the within banicu		
known to me to be the person named in and who e	xecuted the foregoing instrument	nt and who
me to bememberof the partnership of		
and acknowledged to me that he executed said instr	coment treely and voluntarity for	ir the purposes and use therein
mentioned, on behalf of said partnership.		
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