

THIS MORTGAGE, Made this 11th day of September, 19 72,
by Justin C. Tallman, Trustee Mortgagee,
to Walter Smith and Ruth Smith, H/W Mortgagor,

WITNESSETH, That said mortgagor, in consideration of Thirty Thousand
and no/100—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:

Lots 3, 4, 5, 6, 7, 8 and 10 of Block Three of PRINDLE PARK
ESTATES according to the official plat thereof on file and of
record at page 131 of Book A of Plats, Records of Skamania
County, Washington, EXCEPT that part of the said Lot 3 lying
northerly of a line drawn parallel with and 100 feet southerly,
when measured at right angles from the northerly line thereof.



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 intended to secure the payment of one promissory note, of which the
following is a substantial copy:

\$ 30,000.00 Gresham, Oregon, September 11, 19 72
Two years after date, each of the undersigned promises to pay to the order of
WALTER SMITH AND RUTH SMITH, husband and wife as joint tenants with
right of survivorship
at Eagle Creek, Oregon
THIRTY THOUSAND AND NO/100—DOLLARS,
with interest thereon at the rate of ten percent per annum from 9-11-72 until paid. Interest to
be paid semiannually and if not so paid, the whole sum of both principal and interest to become im-
mediately due and collectible, at the option of the holder of this note. All or any portion of the principal hereof
may be paid at any time. If this note is placed in the hands of an attorney for collection, each of the undersigned
promises and agrees to pay holder's reasonable collection costs, including attorney's fees, even though no suit or
action is filed hereon; however, if such suit or action is filed, the amount of such attorney's fees shall be fixed by
the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.
* EXCEPT AS PROVIDED IN THE REAL Co-signors s/ Justin C. Tallman
ESTATE MORTGAGE EXECUTED AS SECURITY/Gordon R. Strom Trustee
FOR THIS LOAN s/ Gary L. Waite Torrence I. Speights
No. D. C. Winkelman Patricia W. Babcock

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, principal and interest, according to
the terms thereof; that while any part of said note 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 above described, when due and pay-
able 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 of any part thereof superior to the lien of this mortgage; that he 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 require; that he will not assign or convey any part of the original principal sum of the note or
obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with less payable first to the mort-
gagee as soon as insured. Now if the mortgagee shall fail for any reason to procure any such insurance and to deliver said policies,
the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings,
shall be deemed to have assigned the same to the mortgagee's expense; 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; At the request of the mortgagee, the mortgagor shall
join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satis-
factory 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 third parties or searching agencies as may be deemed desirable by the mortgagee.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:
 (a) ~~primarily for the mortgagee's personal, family, household and agricultural purposes (see Section 2, Article 2, Oregon Constitution)~~
 (b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, I 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 a failure to perform any covenant herein, or if a 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 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 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 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, mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, 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, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

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. Mortgagor covenants with Mortgagee that in the event any timber now on the premises is cut and sold the net proceeds therefrom shall be paid to Mortgagee to reduce the amount due under the note secured by this mortgage.

If Mortgagor desires to repay the note hereby secured prior to September 11, 1973 Mortgagor agrees to pay to Mortgagee a prepayment penalty equal to 10% per annum of the amount prepaid computed for period from date of prepayment to September 11, 1973.

After September 11, 1973 all or any part of said amount due Mortgagee may be paid without prepayment penalty.

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

Justin C. Tallman, Trustee

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1005 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1356, or equivalent.

75239
MORTGAGE

(FORM NO. 1004)

TO

STATE OF OREGON,

County of Multnomah

I certify that the within instrument was received for record on the 13 day of Sept. 19 72, at 9:45 o'clock A.M., and recorded in book 49 on page 931. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Christine Title.

By *E. Nielsen* Deputy.

NOTARIES PUBLIC FOR OREGON

INDEXED: DIR.
INDEXED: REC.
RECORDED:
COMPARED:
MAILED

STATE OF OREGON,

County of Multnomah

BE IT REMEMBERED, That on this 11th day of September, 19 72, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Justin C. Tallman, Trustee

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

Marie E. Mason
Notary Public for Oregon.

My Commission expires 11/1/75

