

MORTGAGE

THIS MORTGAGE, Made this 16th day of June, 1975,
by CASCADE WEST INVESTMENT CO., INC.
ROBERT N. GYGL hereinafter called Mortgagor, to
hereinafter called Mortgagee.

WITNESSETH, That said mortgagor, in consideration of
FIFTY THOUSAND (\$50,000) Dollars,
to him paid by such mortgagee, does hereby grant, bargain, sell and
convey unto said mortgagee, his heirs, executors, administrators and
assigns, that certain real property situated in Skamania
County, State of Oregon, bounded and described as follows, to-wit:
Washington

Described on Exhibit A, attached hereto and made a
part hereof.

Together with all and singular the tenements, heredita-
ments and appurtenances thereunto belonging or in anywise appertain-
ing, 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 appurten-
ances unto the said mortgagee, his heirs, executors, administrators
and assigns forever.

This mortgage is intended to secure the payment and per-
formance of a certain note or contract (called "note"), described as:

Attached as Exhibit B and made a part hereof.

And said mortgagor further covenants to and with the mort-
gagee, his heirs, executors, administrators and assigns, that he is
lawfully seized in fee simple of said premises and has a valid,
unencumbered title thereto, except a mortgage dated March 16, 1966
from mortgagor to Security Bank of Oregon, having a present balance
of \$25,000 plus interest, and taxes,

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 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 or on which

may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire, with extended coverage, in the sum of full insurable value in a company or companies acceptable to the mortgagee, 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 building 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 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 proceedings 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 of 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 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 be 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 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 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 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 the day and year first above written.



CASCADE WEST INVESTMENT CO., INC.

By [Signature]
President

BOOK 52 PAGE 713

STATE OF OREGON)
) ss.
County of _____)

1975

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of _____)

I certify that the within instrument was received for record on the _____ day of _____, 1975, at _____ o'clock _____ m., and recorded in Book _____ on page _____ Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Title _____

STATE OF OREGON,)
) ss.
County of Multnomah)

June 16, 1975,

Personally appeared T. J. Bowie who being duly sworn (or affirmed) did say that he is the president of CASCADE WEST INVESTMENT CO., INC. 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:

Notary Public for Oregon.
My commission expires: 5/18/77

BOOK 52 PAGE 704

EXHIBIT A TO MORTGAGE

The West half of Lot 3 of OREGON LUMBER COMPANY'S SUBDIVISION, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, in Section 14, Township 3 North, Range 9 East of the Willamette Meridian; ALSO, beginning at the point of intersection of the West line of the East half of the said Lot 3 with the South line of the county road known and designated as the Jessup Road; thence South 280 feet; thence East 112 feet; thence North to the South line of the said Jessup Road; thence Westerly along the South line of the said Jessup Road to the point of beginning.

Gyasi, Robert H.

Sec. upell Portland Oregon May 12 1975 \$ 10,000.00

ON DEMAND 31 days after date, I promise to pay to the order of

FIRST STATE BANK OF OREGON

Ten thousand and No/100 Dollars

For value received, with FINANCE CHARGE (Interest) from May 12, 1975

payable at maturity at the ANNUAL PERCENTAGE RATE of 9.5% until maturity, and if not so paid the Total Payments to become immediately due at the option of the holder of this note; principal and FINANCE CHARGE payable at 200 MARKET office of said bank. The amount of the FINANCE CHARGE (Interest) is \$ 236.35 if paid at maturity. If said principal sum is not paid upon its maturity date, such principal sum shall bear interest from maturity date at the rate of 10% per annum. In case suit or action is instituted to collect this note or any portion thereof, I promise to pay such additional sum of money as the court may adjudge reasonable as attorney's fees in such suit or action, or for appeal therefrom. I acknowledge receipt of a copy of this instrument.

14-10031-6

WJPS/c1

Date 5/11/75

No. _____

Minimum Finance Charge \$7.50

Robert H. Gyasi

CR-30-A-70

SINGLE PAYMENT INTEREST BEARING NOTE