

MORTGAGE

THE MORTGAGOR, VANPORT MANUFACTURING, INC., an Oregon Corporation,

herein after referred to as the mortgagor, mortgage to JOSEPH F. YOERGER

the following described real property situate in the County of Skamania State of Washington:

The Southwest Quarter of Section 30, Township 2 North, Range 5 E. W. M.; EXCEPT the small portion of the said SW $\frac{1}{4}$ of the said Section 30 lying southerly of the Buhman County Road; AND EXCEPT that portion of the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of the said Section 30 described in a real estate contract recorded in Volume 67, page 724, records of said County, more particularly described as follows: Beginning at a point on the west line of the SW $\frac{1}{4}$ of said Section 30, 1,120 feet north of the southwest corner thereof; thence east parallel with the south line of said Section 500 feet; thence north parallel with the west line of said Section 580 feet; thence west parallel with the south line of said Section 500 feet to the west line thereof; thence south along the west line of said Section 580 feet to the point of beginning.

together with the appurtenances, and all awnings, screens, inlets, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus and fixtures now or hereafter belonging to or used in connection with the property, all of which shall be construed as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of EIGHT HUNDRED TWELVE THOUSAND and NO/100 -- -- (\$812,000.00) Dollars with interest from date until paid, according to the terms of a certain promissory note bearing even date herewith.

The mortgagor covenants and agrees with the mortgagee as follows: that he is lawfully seized of the property in fee simple and has good right to mortgage and convey it; that the property is free from all liens and encumbrances of every kind that he will keep the property free from any encumbrances prior to this mortgage; that he will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the debt hereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to the mortgagee; that he will not permit waste of the property; that he will keep all buildings now or hereafter placed on the property in good order and repair and unceasingly insured against loss or damage by fire to the extent of the full insurable value thereof in a company acceptable to mortgagee and for the mortgagee's benefit, and will deliver to mortgagee the policies, and renewals thereof at least five days before expiration of the old policies.

Should the mortgagor default in any of the foregoing covenants or agreements, then the mortgagee may perform the same and may pay any part or all of principal and interest, of any prior encumbrance or of insurance premium or other charges secured hereby, and any amount so paid, with interest thereon at the highest legal rate from date of payment shall be repayable by the mortgagor on demand, and shall also be secured by this mortgage without waiver of any right or other remedy arising from breach of any of the covenants hereof. The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by the mortgagee shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof, and if default be made in the payment of any of the sums hereby secured, or in the performance of any of the covenants or agreements herein contained, then in any such case the remainder of unpaid principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the mortgagee become immediately due without notice, and this mortgage may be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fee and costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

Dated at Portland, Oregon,

the 1st day of April, 1976.

VANPORT MANUFACTURING, INC. (inc.)

By: *[Signature]*

County of

SS.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on the _____ day of _____, 1976, _____ personally appeared before me

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that _____ signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

STATE OF WASHINGTON
OREGON

County of Clackamas

On this 1st day of April, 1976,

ADOLF HERTRICH and
President and

before me personally appeared to me known to be the _____ of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year in this certificate above written.



Notary Public in and for the State of Oregon
residing at _____

My Commission Expires: 1/21/78

EXCEPTIONS:

1. Tax Lot No. 2-5-3400. General taxes for 1976 amounting to \$751.07 which became due and payable on March 1, 1976, are unpaid but not delinquent. General taxes for 1975 and for all prior years are paid in full.
2. Lien of real estate excise tax upon any sale of said premises, if unpaid.
3. Easement and road for utility purposes 60 feet in width granted to Remy W. Fulsher and Barbara L. Fulsher, husband and wife, by deed dated October 21, 1974, and recorded January 20, 1975, at page 211 of Book 68 of Deeds, under Auditor's File No. 78555, Records of Skamania County, Washington.
4. An executory contract of sale and purchase dated April 29, 1975, wherein Paul Buhman, executor of the estate of Victoria Buhman, deceased, is seller and Varpore Manufacturing, Inc., an Oregon corporation, is purchaser; recorded July 3, 1975, at page 150 of Book 69 of Deeds, under Auditor's File No. 79072, Records of Skamania County, Washington. Excise tax paid May 29, 1975, in the sum of \$1,300.00; see Excise Tax Receipt No. 3513.
5. Easements and rights of way for public roads and electric power transmission lines over and across the real estate under search.

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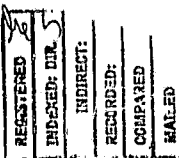
VAPOR MANUFACTURING

TO

JOSEPH F. YOERGER

Mail to:

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Portland, Oregon 9720



Pioneer National
Title Insurance Company