

THIS MORTGAGE, Made this 30th day of December, 1980, by GEORGE and CLORIA De GROOTE

to SIMLOG LEASING COMPANY

Mortgagor,

Mortgagee,

WITNESSETH, That said mortgagor, in consideration of the Mortgagee's forbearance on payment of Mortgagor's debts to Mortgagee, to him paid by said 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:

as described on attached Exhibit "A".



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 a promissory note, of which the following is a substantial copy:

Please see attached Exhibit "B".

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: December 19, 1983.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

(a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below); —
(b) for an organization, (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

This mortgage is inferior, secondary and made subject to a prior mortgage on the above described real estate made by

to _____ dated _____, 19____, and recorded in the mortgage records of the above named county in book/reel/volume No. _____, at page _____ thereof, or as document/fee/title/instrument/microfilm No. _____. (Indicate which), reference to said mortgage records hereby being made; the said first mortgage was given to secure a note for the principal sum of \$ _____; the unpaid principal balance thereof on the date of the execution of this instrument is \$ _____. and no more; interest thereon is paid to _____, 19____; said prior mortgage and the obligations secured thereby hereinafter, for brevity, are called simply "first mortgage."

The mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises; that the same are free from all encumbrances except said first mortgage and further except

and that he will warrant and forever defend the same against all persons; further, that he will do and perform all things required of him and pay all obligations due or to become due under the terms of said first mortgage as well as the note secured hereby, principal and interest, according to the terms thereof; that while any part of the note secured hereby 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 secured hereby, when due and payable and before the same 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 on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire

SHORT PLAT - LOT 1

A parcel of property in the Southeast Quarter of the Southwest Quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian described as follows:

BEGINNING at the Southwest corner of Lot 5 of Carson Valley II recorded in Book A of Plats at page 155, Records of Skamania County, Washington;

Thence North $88^{\circ} 54' 40''$ West 60.01 feet to the most Westerly West line of said Carson Valley II;

Thence South $00^{\circ} 00' 04''$ East along said West line 60.01 feet to the TRUE POINT OF BEGINNING;

Thence continuing South $00^{\circ} 00' 04''$ East along said West line 296.17 feet more or less to the South line of said Section 17;

Thence continuing North $88^{\circ} 20' 37''$ West along the South line of said Section 17, 611.15 feet more or less to the West line of the Southeast Quarter of the Southwest Quarter of said Section 17;

Thence North $00^{\circ} 05' 12''$ East along said West line 290.11 feet more or less to a point which bears North $88^{\circ} 54' 40''$ West from the TRUE POINT OF BEGINNING;

Thence South $88^{\circ} 54' 40''$ East 610.56 feet more or less to the TRUE POINT OF BEGINNING.

EXCEPT County Road Right-of-Way.

As recorded in Book of Short Plats, Page 78, File No. 84015, records of Skamania County, Washington, May 11, 1977.

EXHIBIT "A"

91843

BOOK 57 PAGE 667

\$ 191,021.94

Stevenson, Washington December

19 80

I (or if more than one maker) we, jointly and severally, promise to pay to the order of

Simlog Leasing Company

One Hundred Ninety-One Thousand Twenty-One and 94/100 (\$191,021.94) DOLLARS,

with interest thereon at the rate of twelve (12%) percent per annum from October 12, 1979 until paid, payable in three (3) installments, at the dates and in amounts as follows: One year from the date hereof one-half (1/2) the principal plus all accrued interest. Two (2) years from the date hereof one quarter of the principal plus all accrued interest. Three (3) years from the date hereof the remaining principal balance and all accrued interest.

balloon payments, if any, will not be refinanced; interest shall be paid as stated above the payments above required, which shall continue until this note, principal and interest, is fully paid; if any or said installments is not

paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed thereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

GEORGE De GROOTE

GLORIA De GROOTE

FORM No. 164 - INSTALLMENT NOTE (in odd amounts)

574 Stevens Trust Law Publishing Co. Portland, Ore.

EXHIBIT "B"