

THE RIGHT OF CROSSING OF THE SAID SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY'S MAIN LINE IN SAID SECTION 35, AND ACROSS THE SAID NORTH BANK HIGHWAY; ALSO

SAWMILL SITUATED ON THE PROPERTY ABOVE DESCRIBED, TOGETHER WITH ALL FIXTURES, EQUIPMENT AND PERSONAL PROPERTY USED IN CONNECTION THEREWITH AND IN THE MANUFACTURE OF LUMBER AND THE LOGGING OF SAID TIMBER NOW OWNED OR HEREAFTER ACQUIRED BY THE SAID MORTGAGOR, AND THE PRESENT FLUME AS NOW CONSTRUCTED ACROSS SAID PROPERTY.

IT BEING THE INTENTION HEREBY TO INCLUDE IN THIS MORTGAGE ALL OF THE REAL AND PERSONAL PROPERTY OF SAID MORTGAGOR EXCEPTING THE REAL PROPERTY SITUATED AND LYING BETWEEN THE EAST AND WEST CENTER LINE OF SECTION 26 AND THE NORTH LINE OF THE NORTH BANK HIGHWAY IN SAID SECTION 35 OVER WHICH LANDS A RIGHT OF WAY OF 100 FEET IN WIDTH IS HEREBY GRANTED, AND EXCEPTING ALSO A SMALL ISLAND IN THE COLUMBIA RIVER. TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING. TO HAVE AND TO HOLD UNTO THE SAID MORTGAGEE, HIS SUCCESSORS, LEGAL REPRESENTATIVES, HEIRS OR ASSIGNS FOREVER.

THE CONDITION OF THIS CONVEYANCE IS SUCH THAT, WHEREAS, THE SAID MORTGAGEE HAS LOANED TO THE SAID MORTGAGOR THE FULL SUM OF SEVENTY-FIVE HUNDRED AND NO/100 (\$7500.00) DOLLARS, IN UNITED STATES GOLD COIN, WHICH, TOGETHER WITH INTEREST THEREON, AND ALL FURTHER SUMS SECURED BY THIS MORTGAGE, ARE TO BE REPAYED IN LIKE GOLD COIN, ACCORDING TO THE COVENANTS HEREINAFTER CONTAINED AND THE TENOR AND EFFECT OF ONE CERTAIN PROMISSORY NOTE GIVEN THEREFOR, OF WHICH THE FOLLOWING IS A SUBSTANTIAL COPY, TO-WIT:

\$7500.00

PORTLAND, OREGON, MARCH 12TH, 1924

ON OR BEFORE ONE (1) YEAR AFTER DATE, WITHOUT GRACE, FOR VALUE RECEIVED I PROMISE TO PAY TO G. J. KENDALL, OR ORDER, AT LUMBERMENS TRUST COMPANY, PORTLAND, OREGON, SEVENTY-FIVE HUNDRED AND NO/100 DOLLARS, AND INTEREST AT THE RATE OF 8 PER CENT. PER ANNUM FROM DATE UNTIL PAID; ALL IN U. S. GOLD COIN. INTEREST TO BE PAID AT MATURITY AND IF NOT SO PAID THE WHOLE SUM OF BOTH PRINCIPAL AND INTEREST TO BECOME IMMEDIATELY DUE AND COLLECTIBLE AT THE OPTION OF THE HOLDER OF THIS NOTE.

AND, I FURTHER AGREE TO PAY ALL TAXES AND ASSESSMENTS WHICH MAY BE LEVIED OR ASSESSED TO THE HOLDER OF THIS NOTE ON ACCOUNT THEREOF. AND IN CASE SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE OR ANY PART THEREOF, TO PAY SUCH FURTHER SUM AS THE COURT MAY ADJUDGE REASONABLE ATTORNEY'S FEES IN SAID SUIT OR ACTION.

\$1.50 U.S. REVENUE STAMPS  
ATTACHED AND CANCELLED ON  
ORIGINAL NOTE.  
(SEAL)

THE DIAMOND "L" LUMBER COMPANY

(SND) BY SAM SAMSON PRESIDENT

(SIGNED) BY A. L. ORSEN SECRETARY

AND, WHEREAS, THE SAID MORTGAGOR, FOR ITSELF AND FOR ITS HEIRS AND ASSIGNS, HAS COVENANTED AND AGREED, AND DOES HEREBY COVENANT AND AGREE TO AND WITH THE SAID MORTGAGEE, HIS SUCCESSORS, LEGAL REPRESENTATIVES, HEIRS OR ASSIGNS, AS FOLLOWS:

THAT IT HAS A VALID AND UNINCUMBERED TITLE IN FEE SIMPLE TO SAID PREMISES; THAT IT HAS THE RIGHT TO CONVEY THE SAME; THAT IT WILL NOT SUFFER OR PERMIT SAID PREMISES TO BECOME SUBJECT TO ANY LIEN OR INCUMBRANCE THAT SHALL HAVE PRECEDENCE OF THIS MORTGAGE; THAT IT WILL RENDER SUCH FURTHER ASSURANCE OF SAID TITLE AS MAY BE REQUESTED BY SAID MORTGAGEE; AND THAT IT WILL WARRANT AND DEFEND SAID TITLE UNTO SAID MORTGAGEE AND UNTO HIS SUCCESSORS, LEGAL REPRESENTATIVES, HEIRS OR ASSIGNS, AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER;

THAT IT WILL PAY ALL OF SAID SUMS OF MONEY SPECIFIED IN SAID NOTE, PROMPTLY AS THEY BECOME DUE;