

MORTGAGE RECORD S
SKAMANIA COUNTY WASHINGTON

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of any of said sums of money when due and payable as above provided, either of principal or any installment of interest, or any portion thereof, or any of said taxes, or in the performance of any of the covenants and conditions herein provided on the part of said Timber Company to be performed, then the whole of said principal sum and interest accrued at the time default is made, and all taxes which the holder of said mortgage shall have paid or become liable to pay, shall at the option of such holder become due and payable and this mortgage may be foreclosed at any time thereafter; Provided, further, that in the event this mortgage is hereafter foreclosed, the six million feet of timber which shall be levied upon shall be taken from the following described property:

Northwest quarter of the northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) and north half of northwest quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of section twenty-nine (29), and northeast quarter of northeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of section thirty (30), all in township three (3) North of range seven (7) East of the Willamette Meridian;

all such timber shall, furthermore, be taken from the easterly portion of the property last above described, and the exact timber to be levied upon shall be selected on the basis of a cruise made by a competent cruiser to be selected by mutual agreement between the parties hereto, their successors or or assigns, and in the event of failure of such parties to agree upon a cruiser, such cruiser to be selected by the judge of the court signing the decree of foreclosure.

It is also expressly agreed between said parties that if any suit is instituted to effect such foreclosure, by reason of any such default, the party to such suit holding this mortgage may recover therein as attorney's fee such sum as the court may adjudge reasonable, in addition to costs and disbursements allowed by the code of civil procedure, and said attorney's fee and costs shall be secured by this mortgage.

In Witness Whereof, the said Timber Company, pursuant to a resolution of its Board of Directors duly and regularly adopted, has caused this mortgage instrument to be signed by its President and Secretary and its corporate seal to be hereunto affixed as of the day and year first above written.

(Corporate seal affixed)

Columbia River Timber Company
By L. B. Menefee, President
By Charles E. McCulloch, Secretary.

Witnesses:

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss

On this 27th day of January, A. D. 1931, before me appeared L. B. Menefee and Charles E. McCulloch, both to me personally known, who being duly sworn, did say that he, the said L. B. Menefee is the President, and he the said Charles E. McCulloch, is the Secretary of Columbia River Timber Company, the within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said and Charles E. McCulloch acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, this, the day and year first in this my certificate written.

(Notarial seal)

Baltis Allen
Notary Public for Oregon My commission
expires February 23rd, 1934.

Filed for record March 2, 1931 at 9-50 o'clock a.m. by Albert B. Ridgway.

Mabel J. Asse
County Auditor