

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

standing timber located in Sections 19 and/or 29 and/or 30 in township 3 north of range 7 East of the Willamette Meridian, to that certain mortgage dated January 27, 1931, and given by Columbia River Timber Company to Security Bank and Trust Company covering 6,000,000 feet of standing timber located as above described.

ITEM III. Personal property located in the County of Clark, State of Washington, described in the inventory or list hereto attached marked Exhibit A.

ITEM IV: Personal property located in the County of Skamania, State of Washington, described in inventory or list hereto attached marked Exhibit B.

Also all real and personal property whatsoever owned by the mortgagor or in which it has any equity or interest, situated in Clark and Skamania Counties, in the State of Washington, whether or not specifically mentioned or enumerated herein. Together with all of the rights and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said premises, and property, real and personal, and the rights, privileges and benefits thereunto in any way appertaining unto the mortgagee, his successors, representatives and assigns forever.

This mortgage shall secure the following:

First: The repayment by the mortgagor to the Bank, or ^{to} the mortgagee, for the use and benefit of the Bank in full and before the payment of any present obligations of the mortgagor secured hereby, of the sum of \$5000.00 now loaned to the mortgagor by the Bank and any and all sums which may be hereafter loaned to the mortgagor by the Bank, and future loans or advances to the mortgagor by other present creditors under the conditions and for the purposes hereinafter set forth.

Second: The payment pro rata by the mortgagor of its indebtedness now owing to all of its present creditors, including those set forth and listed in said statement hereinbefore referred to, and to any and all other persons or corporations to whom the mortgagee is now indebted. The principal creditors of the mortgagor are The Bank of California, N. A., The Hibernia Commercial and Savings Bank, L. B. Menefee Lumber Company, the Northern Pacific Railway Company, and Edward Hubble.

This mortgage is given subject to the following terms, conditions, covenants and agreements on the part of the mortgagor:

1. The mortgagor for itself, and its successors and assigns, covenants that it is lawfully seized of all of the property, real and personal, hereinabove described, and that said property is free and clear of all liens and incumbrances, save and except certain unpaid taxes which are now a lien upon said property and except such liens and incumbrances as are specifically referred to and set forth in this mortgage, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever, except as to such unpaid taxes, liens and incumbrances.

2. Whenever required by the mortgagee the mortgagor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, assignments, transfers and assurances as the mortgagee may require for the better assuring, assigning, conveying and confirming unto the mortgagee of all and singular the premises, estates and property conveyed, assigned, sold and mortgaged or intended so to be, or which the mortgagor has covenanted to convey, assign and transfer to the mortgagee.

3. Until the mortgagee upon the happening of the events hereinafter referred to shall have instituted a suit to foreclose this mortgage, the mortgagor, its successors and assigns, shall be permitted to retain possession and control of the property hereby mortgaged and to use any and all of said property in the usual course of business, and, after ten days written notice to the mortgagee, shall be permitted to remove any logging equip-