

JOHNSON-COX COMPANY, PRINTERS, TACOMA—42956

payment in the administration of his trust.

13. The mortgagee shall not be required to institute nor defend any suit, action or proceeding respecting this mortgage, or arising or growing out of his trusteeship, or of or concerning said mortgaged property or any part thereof, or the business or affairs of said mortgagor unless and until he shall have been indemnified to his satisfaction.

14. Any assignment, conveyance or transfer by the mortgagee of this mortgage or of any trust property that may come into the hands of the mortgagee by reason or on account of the same by foreclosure or otherwise shall be without warranty or other covenants, and subject to all liens, defects of title and encumbrances of whatsoever nature existing against said trust property at the time of such conveyance.

15. When said indebtedness and any renewals or extensions thereof, and the proper expenses of the mortgagee including a reasonable compensation shall fully be paid, the mortgagee shall upon demand and at the cost of the mortgagor, or its assigns, satisfy and discharge said mortgage.

16. Each and all of the covenants and undertakings herein contained shall apply to and bind, and may be availed of by the heirs, representatives, successors and assigns, respectively, of the mortgagor and mortgagee.

IN WITNESS WHEREOF, Columbia River Timber Company has caused these presents to be executed by its president and secretary and its corporate seal to be hereunto affixed this 2nd day of December, 1931.

(Corporate seal affixed)

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

STATE OF OREGON)
(ss
COUNTY OF MULTNOMAH)

On this 2nd day of December, 1931, before me personally appeared L. B. Menefee and Charles E. McCulloch, to me known to be the president and secretary, respectively, of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath state that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial seal affixed)

David L. Davies
Notary Public for Oregon. My commission
expires Aug. 23, 1935.

STATE OF OREGON)
(ss
COUNTY OF MULTNOMAH)

I, Charles E. McCulloch, being first duly sworn, do depose and say that I am the secretary of Columbia River Timber Company, the corporation named in the foregoing mortgage as mortgagor and make this affidavit for and on behalf of said corporation; that the said mortgage is made in good faith for a valuable consideration and without any design, intent or purpose to hinder, delay, or defraud any creditor or creditors.

Charles E. McCulloch

Subscribed and sworn to before me this 2nd day of December, 1931.

(Notarial seal affixed)

David L. Davies
Notary Public for Oregon. My commission
expires Aug. 23, 1935.