

JOHNSON-COX COMPANY, PRINTERS, TACOMA— 42936

On or before five (5) years after date, I promise to pay to the order of Max Rusaw and Marie E. Rusaw and/or the survivor One Thousand Twenty-one & 71/100 Dollars, for value received, at the United States National Bank, Newberg, Oregon, with interest from date at the rate of six per cent per annum, payable semi-annually, and if not so paid, the whole sum of both principal and interest to become immediately due and collectable, at the option of the holder of this note. And in case suit or action is commenced to collect this note, or any portion thereof, I promise to pay a reasonable attorney's fees. The makers have the privilege of making payments on the principal of this note in any amount at any time prior to the maturity date hereof.

Class _____
Due _____
No. _____"

Chester N. DeVine
Grace G. DeVine.

The mortgagors shall not committ strip of waste of said premises, nor allow the same to be done by others during the life of this mortgage; provided however, and it is hereby covenanted and agreed by and between the parties hereto, that the mortgagors may cut and sell timber from said mortgaged premises, and of the sales prices received by them from all such timber so cut and sold, the mortgagors agree to pay over to the mortgagees the sum of \$1.00 for each and every cord of wood so cut and sold, and the mortgagees shall apply the same as a payment or payments upon the principal of this note and mortgage.

The property herein mortgaged shall be held to secure the payment of a reasonable attorney's fee in case suit is instituted to foreclose this mortgage.

Now, if the sums of money due upon said instrument shall be paid according to the agreements therein expressed, this conveyance shall be void, but in case default be made in payment of the principal or semi-annual interest as above provided, then the said Max Rusaw and Marie E. Rusaw and/or the survivor and their legal representatives may sell the premises, above, described with all and every of the appurtenances, or any part thereof, in the manner prescribed by law and out of the money arising from such sale, retain the said principal and interest, together with the costs and charges of making such sale, and said attorney's fees; and the overplus, if any there be, pay over to the said Chester N. DeVine and Grace G. DeVine, their heirs and assigns.

Witness our hands and seals this 23rd day of February, A. D., 1935.

Done in the presence of
R. H. C. Bennett
Minnie D VanValin

Chester N. DeVine (seal)
Grace G. DeVine (seal)

ACKNOWLEDGMENT

STATE OF OREGON)
(ss
COUNTY OF YAMHILL)

On this the 23rd day of February, A. D. 1935, personally came before me, a Notary Public, in and for said County and State, the within named Chester N. DeVine and Grace G. DeVine, his wife, to me personally known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and notarial seal this 23rd day of February, A. D., 1935.

(Notarial seal affixed) R. H. C. Bennett
Notary Public for Oregon. My commission expires
Sept. 28, 1936.

Filed for record February 25, 1935 at 11-10 a.m. by R. H. C. Bennett

Mabel J. Asse
Skamania Co. Clerk-Auditor.

#20399

Max Rusaw et ux to Chester N. DeVine et ux

Know all men by these presents, That we, Max Rusaw and Marie E. Rusaw, husband and wife, of the County of Yamhill, State of Oregon, the owners and holders of a certain