

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

covenanted and agreed, and hereby does covenant and agree to and with the said Mortgagee, her successors, legal representatives, heirs or assigns, as follows;

That it has a valid and unincumbered title in fee simple to said premises, subject, however, to the reservations of the United States of America, and a certain easement heretofore granted to a "C C C" road;

That it has a good 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 warrant and defend said title unto said Mortgagee and her 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;

That it will pay all taxes assessed against said premises for the years 1936 and 1937 and all taxes that may be levied or assessed to the holder of this note on account thereof at least ten days before delinquency;

That it will not cut or suffer to be cut or removed from said premises any of the merchantable timber now standing, lying or being upon said premises or any portion thereof prior to payment of principal and interest, orther than herein specifically provided, to wit:

1. All green merchantable timber is to be cut clear as the work progresses.
2. Cutting thereof to begin at some convenient place on the Northwest Quarter of the Northwest Quarter of said Section 3, or the Southeast Quarter of the Southeast Quarter of said Section 33, and thereafter, but not before the same shall have been fully cut as herein provided, all further cutting is to proceed southward to the completion thereof.
3. No timber shall be cut or removed from said premises in excess of 1,500,000 feet prior to a payment of the sum of \$1,700.00, as hereinbefore provided.
4. No timber in excess of a total of 3,000,000 feet shall be cut or removed from said premises prior to payment of the second sum of \$1,700.00.
5. No timber shall be cut or removed in excess of a total of 4,500,000 feet prior to the full payment, principal and interest as aforesaid.

Said Willamette Booming Company further covenants and agrees that on or before the 20th day of each month succeeding the beginning of operations in the cutting or removal of timber on said premises it will prepare and deliver unto J. O. Stearns, Sr., the agent and representative of said H. B. Lennan, a complete schedule or scale of all of the logs cut and removed from said premises prior to the termination of such preceeding month.

NOW, THEREFORE, If the said Mortgagor shall pay all and every sum of money specified in said note, and shall in all other respects fully carry out and comply with the covenants hereinbefore set forth and enumerated, this conveyance shall be void. But if said Mortgagor shall fail to pay any of said sums of money as specified, or in any other respect shall fail to comply with any or the covenants hereinbefore set forth, then as often as such failure of payment or breach of covenant shall occur, the said Mortgagee, or her successors, legal representatives, heirs or assigns, may at any time thereafter while such default continues declare the whole of such sum of so much thereof at the time of such declaration may remain unpaid, with all unpaid interest accrued thereon, together with all sums with interest accrued thereupon paid by said Mortgagee under any agreement contained in this mortgage, to be at once due and payable, and the said Mortgagee, her successors, legal representatives, heirs or assigns, may at any time after such failure of payment or breach of covenant as aforesaid, proceed to foreclose this mortgage to compel payment to be made of the full amount due and payable.

IT IS FURTHER expressly agreed: That shall the said Mortgagor fail to make payment