

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

together with all increases and acquisitions thereto, all of said property being free from all encumbrances.

TO HAVE AND TO HOLD all and singular the personal property aforesaid forever. This conveyance is intended as a mortgage to secure the payment of one certain promissory note executed by the mortgagors, O. P. Lewellen and Alice Lewellen, his wife, payable to the mortgagees, their executors, administrators and assigns within six months from the date of the execution of this note with interest at the rate of six per cent per annum.

If at any time the mortgagees or their assigns deem themselves insecure they may enter upon said property and cut and log said timber and the mortgagors do hereby grant to the mortgagees the right to enter upon said property, build roads and do any and all things necessary to cut and log said timber and the mortgagees or their assigns and agents shall in no way be liable to the owner of the hereinbefore described real property for any trespass or damages on account of the logging of said timber.

Now, Therefore, if the conditions of the above obligation are well and truly paid then these presents shall be void, but in case default be made in the payment of the principal or interest as provided in the promissory note hereinbefore described at the time the same shall become due or any attempt shall be made to remove any of said timber from said property or to dispose of the same without the written consent of the mortgagees, their heirs, executors, administrators or assigns or if the said mortgagors shall fail or neglect to take proper care of any of said property or if at any time said mortgagees or their assigns shall deem themselves insecure, then and thereafter the entire debt secured by this mortgage, shall be due and payable and it shall be lawful and said mortgagors hereby authorize said mortgagees to take possession of all of the property mentioned herein and foreclose this mortgage and sell said property pursuant to law and out of the proceeds of such sale to retain the principal and interest remaining unpaid on said note and all costs of such foreclosure together with reasonable sum as attorney's fees, paying the overplus if any there be to said mortgagors.

The mortgagors further expressly agree that in case the proceeds of said sale shall not be sufficient to pay the amount due on this mortgage and the costs and expenses and attorney's fees upon foreclosure, they and each of them will pay the deficiency and hereby consent that a deficiency judgment may be entered in the event of such foreclosure and sale.

IN WITNESS WHEREOF, the mortgagors hereunto subscribed their names this 2nd day of February, 1938.

O. P. Lewellen
Alice Lewellen

STATE OF WASHINGTON)
County of Grays Harbor) ss.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 2nd day of February, 1938, personally appeared before me O. P. Lewellen and Alice Lewellen, his wife to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

Clark W. Adams
Notary Public in and for the
State of Washington, residing
at Aberdeen.

STATE OF WASHINGTON
County of Grays Harbor) ss.