

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

(Notarial seal affixed)

ing at Stevenson therein.

Filed for record December 30, 1938 at 2-40 p.m. by Grantee.

Mabel J. Jasse.

Skamania County Auditor.

#26848

O. P. Lewellen et ux to V. A. Nyman et al

Mortgage.

Know All Men by these Presents, that O. P. Lewellen and Alice Lewellen, his wife, of Skamania County, State of Washington, as mortgagors, are justly indebted to V. A. Nyman and V. C. Engwall as mortgagees in the sum of \$23,383.50 which is hereby confessed and acknowledged. Now, therefore;

For the purposes of securing the payment of said sum, the mortgagors do by these presents GRANT, BARGAIN, SELL, CONVEY and MORTGAGE UNTO the said mortgagees, their heirs, executors, administrators or assigns all of the timber of every kind and description wheresoever situate on the following described land in Skamania County, State of Washington, to-wit:

The Northeast quarter (NE $\frac{1}{4}$) of Section Sixteen (16), Township seven (7) Range 5 East W. M.,

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 said sum of \$23,383.50 by the mortgagors, O. P. Lewellen and Alice Lewellen, his wife, to the mortgagees, their executors, administrators and assigns one year from the date of the execution of this mortgage.

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 said indebtedness 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 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 amount remaining unpaid on said debt 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.

For Assignment see Book 11 Page 432 Jan 4-1939
made by Jasse Auditor by Mabel J. Jasse