

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

of the principal or interest of said promissory note or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, its successors or assigns may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured.

In any suit or other proceeding which may be had for the recovery of the amount due on either said note or this mortgage, said party of the second part, its successors or assigns, shall have the right to have included in the judgment which may be recovered a reasonable sum as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said party of the second part, its successors or assigns may be obliged to make for it or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage, the party of the second part, its successors or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

It is understood and agreed that so long as parties of the first part shall not be in default in the payment of any installment of principal or interest secured by this mortgage or in the performance of any of the covenants of this mortgage on their part to be performed, they shall have and they are hereby given the right to cut and remove timber from the mortgaged lands situated in Skamania County above described, but in that case they shall pay to the party of the second part to be applied on the said promissory note a stumpage charge of \$5.00 per M. feet, board measure, log scale, as fast^{as} and according as the timber is cut and removed from said land and it shall be the duty of parties of the first part to make full, complete and adequate reports to party of the second part, keeping party of the second part fully advised as to the timber being cut and removed from said land, furnishing party of the second part with the scale slip on each raft or quantity of logs cut and removed from said land and mortgaged therefrom and remitting to party of the second part said stumpage at intervals of not more than 15 days. Party of the second part reserves the right and it is agreed that party of the second part will have the right of its statutory lien under the log lien laws of the State of Washington as additional security.

It is understood and agreed that this mortgage shall stand as security for all advances which party of the second part may hereafter make to parties of the first part and for all other indebtedness and obligations that may be now or hereafter owing by parties of the first part to party of the second part.

O. P. Lewellen

Alice Lewellen
Parties of the first part.

STATE OF WASHINGTON)
 (ss
COUNTY OF GRAYS HARBOR)

On this day 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 and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of February, 1939.