

October 4, 1939, due three years from the date thereof, and bearing interest at the rate of five percent per annum, the following described real estate, situated in the county of Skamania, State of Washington:

Commencing at a point 30 feet South and 360 feet West of the North east corner of Lot 9 Section 1 Township 2 North of Range 7 E. W. M., thence South 236 feet; thence West 100 feet; thence North 236 feet; thence East 100 feet to the point of beginning.

Also the right to use, develop and improve that certain well located on the Easterly line of the above described tract together with the land surrounding the same within a radius of 10 feet from the center of the well opening, subject to those certain rights reserved and conditions contained in that certain deed from H. E. Rogers and Aletta Rogers, husband and wife, to M. W. Beck and Charlotte Ann Beck, husband and wife, and recorded at Page 391 of Book Z of Deeds of the records of Skamania County, Washington.

It is expressly understood and agreed that this mortgage is junior, inferior, and subject to that certain mortgage of the above described premises, made by the mortgagee M. W. Beck and his wife, Charlotte Ann Beck to the Oregon Automobile Insurance Agency, dated May 2, 1938, and recorded at Page 319 of Volume "U" of Mortgages, records of Skamania County, Washington, securing the payment of the sum of \$3500.00, with interest at the rate of 5% per annum, and which said mortgage has been heretofore assumed by the Mortgagors.

It is further understood and agreed that this mortgage herein contained shall be and remain junior, inferior, and subject to any other mortgage that may be placed on said properties for the purpose of refinancing or refunding the said mortgage to the Oregon Automobile Insurance Agency or any part thereof still due, whether said refinancing mortgage shall be to said Oregon Automobile Insurance Agency or to a third person, firm or corporation. If demand shall be made upon him, the mortgagee, for himself, his heirs, executors and assigns, agrees that he will execute any necessary instrument or instruments to make the provisions of this paragraph effective.

And the mortgagors promise and agree to pay before delinquency all taxes, special assessments and other public charges levied, assessed or charged against said described premises, and to keep all improvements on said described premises insured against loss or damage by fire to the extent of the full insurable value thereof, for the benefit of the mortgagee and to deliver all policies and renewals to the mortgagee.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

In witness whereof, the parties hereto have set their hands this 4th day of October, 1939.

Clyde W. Linville, Jr.  
Violet Z. Linville  
Mortgagors

M. W. Beck  
Mortgagee

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) (ss

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 4th day of October, 1939, personally appeared before me Clyde W. Linville, Jr. and Violet Z. Linville, husband and wife, to me known to be the individuals

Satisfied

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made by Trust Auditor  
by deed to include debt