

certain promissory note bearing date April 2, 1940 executed by parties of the first part, payable on demand with interest after date until paid at the rate of six per cent. per annum interest payable quarterly, said note being payable to the order of party of the second part, and these presents shall be void if payment be made according to the terms and conditions of said promissory note and any other instruments of indebtedness. But in case default be made in the payment of any of the sums herein mentioned, or in case of default of the principal or interest of said promissory note or notes or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, or if mortgagors fail to keep the property herein described free from all incumbrances, 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 as well as all payment 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 indebtedness owing to party of the second part, whether 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 lands situated in Skamania County above described, but in that case they shall pay to 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 the 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 rights 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.

O. P. Lewellen
Alice Lewellen
Parties of the first part

STATE OF WASHINGTON)
COUNTY OF COWLITZ) SS

O. P. Lewellen and Alice Lewellen, his wife, being first duly sworn depose and say: That they are the mortgagors within named and that this mortgage is made in good faith