

in and for the State of Oregon, personally appeared Hiram Stipe to me known to be the identical person described in and who executed the foregoing instrument and then and there acknowledged to me that he executed the said instrument as his free act and deed, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Notarial seal affixed)

Frederick H. Drake
Notary Public for Oregon. My commission
expires 3/17/45.

Filed for record Jany. 12, 1944 at 9-00 a.m. by Yvonne Jackson

Mabel J. Osse
Skamania County Auditor.

#33080

Linus Olson to Roy M. Janin Lbr. Co.

This mortgage made this 11th day of December, 1943, by Linus Olson, doing business under the assumed name and style of Olson Lumber Company, and Esther Olson, his wife, Mortgagors, to Roy M. Janin Lumber Company, a copartnership, mortgagee,

Witnesseth:

Mortgagors mortgage to mortgagee all that real property situated in the county of Skamania, State of Washington, described as follows, to-wit:

The South one-half (1/2) of the Southeast Quarter (1/4) of Section Five (5) T. 1 N., Range 5 East, W. M., containing 80 acres more or less; also

The Southwest quarter (1/4) of Section Five (5) T. 1 North, Range 5 East of the Willamette Meridian, excepting therefrom the Northwest Quarter (1/4) of the Northwest Quarter (1/4) of said Quarter Section (said tract of land hereby excepted being 10 acres),

together with all improvements thereon, and the hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, as security for the payment to Mortgagee of the sum of Five Thousand Five Hundred Dollars (\$5,500.00), with interest thereon at the rate of six per cent (6%) per annum payable in accordance with the terms of that certain promissory note, of which the following is substantially a copy:

"\$5500.00

Portland, Oregon, November __, 1943

On demand after date, for value received, I promise to pay to the order of Roy M. Janin, at Portland, Oregon, Five Thousand Five Hundred and no/100 Dollars, in lawful money of the United States of America, with interest thereon in like lawful money at the rate of six (6%) per cent per annum, from date until paid. And in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the court may adjudge reasonable, for attorney's fees to be allowed in said suit or action.

Linus Olson ",

and for the payment of such other and further sums as Mortgagee may from time to time advance to Mortgagors.

Mortgagors jointly and severally covenant and agree with Mortgagee as follows:

1. To pay Mortgagee the sum of Five thousand five Hundred Dollars (\$5,500.00) with interest thereon at the rate of six per cent (6%) per annum, in accordance with the terms of said promissory note.
2. To pay all costs and expenses of every kind and nature attending the logging operations and in the cutting of the timber and delivery of the logs cut therefrom, and to keep said premises and the timber thereon and the logs so cut free from any and all claims and liens of whatsoever nature arising out of any matter or thing connected with said logging operations. Mortgagors, whenever requested by Mortgagee, shall satisfy Mortgagee with respect to Mortgagors' compliance with this paragraph by exhibiting their records to Mortgagee or its authorized agent.