

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTO. CO. 187207

Northeast one-quarter of Section 28, Township 2 North, Range 6 East of the Wil-lamette Meridian in Skamania County, Washington.

Save and except right-of-way conveyed to the Bonneville Power Project.

together with the tenements, hereditaments and appurtenances thereunto belonging or apper-taining.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever, subject to the terms and conditions as stated herein.

This mortgage is intended to secure the payment of promissory notes in the sum not in excess of Two Thousand and no/100 (\$2000.00) Dollars to be executed according to the terms and provisions of this mortgage.

It being mutually understood and agreed by and between the parties hereto that there is on said land a considerable quantity of marketable logs and piling and that the first party is now engaged in the logging of said land and the sale of any and all products as the result of said operation, and

It is hereby mutually agreed that the first party is to use any and all money advanced hereunder in said logging operation or things incidental thereto and as a part of the con-sideration of this mortgage, the first party grants to the second party an option to pur-chase any and/or all logs and piling resulting from the logging operations on the above de-scribed property at the current market price existing at the time of each sale.

It is further mutually agreed that as long as any indebtedness exists under this mortgage, that any and all timber taken from the above described land is to be delivered to the second party to be applied towards the liquidation of any amount due and owing un-der said mortgage.

It is further understood and agreed that the maximum amount of this mortgage is not to exceed the sum of \$2000.00 as herein before set out, the second party has already advan-ced hereunder Five Hundred and twenty-five and no/100 (\$525.00) Dollars, together with the additional sum of Six Hundred and no/100 (\$600.00) Dollars, the receipt whereof which is hereby acknowledged and hereby agrees to advance further sums as needed provided that in the judgment of said mortgagee that the operation of said logging venture is profitable and that said future advances are justified.

It being further understood and agreed that the mortgagor has the privilege of paying any balance owed under this mortgage in full at any time.

It is further understood and agreed that in the event the mortgagor failes to log a substantial amount of timber for a period of thirty days that the mortgagee has the option of taking over said logging venture and operating the same as if it were his own venture, and selling any and all logs and piling logged thereon; that there shall first be deducted from any amounts received as the result of the mortgagee's operations, any and all costs of said operation and the profit therefrom shall then be applied on the indebtedness of said mortgage and if said operation is continued by the mortgagee for a sufficient time to liquidate the balance remaining due and owing to the mortgagee then said mortgage is to be satisfied of record and the mortgagor is then to own said property in the same manner as if this mortgage had never been placed thereon or if the mortgagee decides to cease operations before said indebtedness is liquidated, then the mortgagee has the right to collect any and all balances remaining in the manner as provided herein.

It is also mutually understood and agreed that the mortgagor isoperating said logging venture under the name of "Wilber Contracting Company" and also that as a part of the con-sideration of this mortgage, the said mortgagor hereby agrees to pay in addition to the amounts as provided herein to the mortgagee the sum of \$0.50 per thousand on all logs log-