

ged on said property as a brokerage fee for the use of any money advanced under this mortgage.

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto and will warrant and forever defend the same against all persons; that he will pay said notes, principal and interest, according to the terms thereof; that while any part of said notes remains unpaid he will pay all taxes, assessments and other charged of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said notes according to said terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said notes or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter or the mortgagee has the option of operating and logging said logging operation as provided herein. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage and shall bear interest at the same rate as said note without waiver, however, in any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee; and if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note shall be included in the lien of this mortgage.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

IN WITNESS WHEREOF said mortgagor has hereunto set his hand and seal the day and year first above written.

Executed in the Presence of  
Arthur B. Barnes

W. B. Wilber

STATE OF OREGON )  
County of Multnomah ) ss.

BE IT REMEMBERED, That on this 15th day of May, A. D., 1942, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named W. B. Wilber who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

(Notarial seal affixed)

Arthur B. Barnes

Notary Public for Oregon  
My Commission Expires August 9, 1942.

Filed for record August 8, 1945 at 1-30 p.m. by Edward Clint.

Malcolm J. Jasse  
Skamania County Auditor.