MORTGAGE RECORD—W

SKAMÀNIA COUNTY, WASHINGTON

sums as the Court may adjudge reasonable as attorney's fees in such foreclosure action.

Further, in case of default, it is agreed that the Mortgagee may immediately take possession of the Mortgage property in case it is vacant, or if occupied by a tenant, then the Mortgagee may immediately collect and retain any and all accrued, or accruing, rentals and apply the same upon the debt secured hereby, and this instrument shall be construed and shall have the effect of an assignment of such accrued, and accruing rentals. Also, in case action is brought to foreclose this mortgage or to collect the debt secured hereby, the Mortgagor consents that a receiver may be appointed by the Court, without notice to the Mortgagor, and the Court is authorized to empower such receiver to take charge of to the mortgaged property,/collect and receive rentals thereon, or otherwise manage the said property for the protection of the parties during the pendency of such foreclosure action.

The Mortgagor further represents that the funds loaned by the Mortgagee and secured by this mortgage are to be used to pay a portion of the purchase price of the mortgaged premises, and in any action upon this instrument, this mortgage shall be construed as a purchase money mortgage.

This contract is drawn in the singular person, but all pronouns and verbs shall be read either as singular or plural in accordance with the number actually executing.

Dated this 26th day of August, 1943.

Signed and delivered in the presence of Raymond C. Sly

YAKIMA BINDERY & PTG, CO, 15799

Sam Samson Flora Samson

STATE OF WASHINGTON) (ss COUNTY OF SKAMANIA)

This certifies, that on this 26th day of August, A. D. 1943, before me, the undersigned, a Notary Public for said State, personally appeared the within named Sam Samson and Flora Samson, husband and wife known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the purpose therein expressed.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year

last above written.

(Notarial seal affixed)

Raymond C. Sly
Notary Public for Washington. Residing at
Stevenson, Washington. My commission
expires_______.

Filed for record August 26, 1943 at 2-40 p.m. by Raymond C. Sly

Malel Od - acc Skamanie County Auditor.

#32786

Tacoma Eastern Timber Co. to Fairhurst Lumber Co.

Real Estate and Chattel Mortgage

Know all men by these presents: That Tacoma Eastern Timber Company; a Washington corporation, having its principal office and place of business in Tacoma, Pierce County, Washington, (hereinafter called the "Mortgagor"), in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged does hereby grant, bargain, sell and deliver unto Fairhurst Lumber Company, a Washington corporation, having its principal place of business at Tacoma, Pierce County, Washington, (hereinafter called "Mortgagee"), the following described real and personal property:

I. REAL PROPERTY:

The Southeast Quarter (SE $^{\frac{1}{4}}$), and the Southeast Quarter of the Southwest Quarter (SE $^{\frac{1}{4}}$ SW $^{\frac{1}{4}}$), and the Southeast Quarter of the Northeast Quarter of the Southwest Quarter (SE $^{\frac{1}{4}}$ NE $^{\frac{1}{4}}$ SW $^{\frac{1}{4}}$), and the South Half of the Southwest Quarter of the Northeast Quarter (S $^{\frac{1}{2}}$ SW $^{\frac{1}{4}}$ NE $^{\frac{1}{4}}$), Section 5, Township 12 North, Range 6 E. W. M.

