

ment survey thereof; as described in the bill of sale from the State of Washington to O. P. Lewellen, dated December 17, 1940, and being State Contract No. 3216;

The Southwest Quarter of Section 24, Township 7, North, Range 5 East, W. M., containing 160 acres, more or less, according to the government survey thereof; as described in the bill of sale from the State of Washington to O. P. Lewellen, dated August 16, 1938, and being State Contract No. 2846;

Timber on the NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 24, Township 7 North, Range 5 East, W.M., containing 40.00 acres, more or less, according to the government survey thereof; as described in the bill of sale from the State of Washington to O. P. Lewellen, dated July 20, 1943, and being State Contract No. 3547;

Timber on Lots 2, 5, 6, and the S $\frac{1}{2}$ of Lot 1 of Section 26, Township 7 North, Range 5 East, W. M., containing 130.05 acres, more or less, according to the government survey thereof; as described in the bill of sale from the State of Washington to O. P. Lewellen, dated July 20, 1943, and being State Contract No. 3546;

The Northeast Quarter of Northwest Quarter and Lot 1 of Section 18, Township 7 North, Range 6 East, W. M., containing 77.24 acres, more or less, according to the government survey thereof; as described in the bill of sale from the State of Washington to O. P. Lewellen, dated October 17, 1939, and being State Contract No. 31;

Lots 2, 3 and 4 of Section 18, Township 7 North, Range 6 East, W. M., containing 111.96 acres, more or less, according to the government survey thereof; as described in the bill of sale from the State of Washington to O. P. Lewellen, dated October 17, 1939, and being State Contract No. 2987;

Lots 1 and 2, South Half of Northeast Quarter, Lots 3 and 4, South Half of Northwest Quarter, Southwest Quarter and Southeast Quarter of Section 4, Township 7 North, Range 5 East, W. M., containing 674.84 acres, more or less, according to the government survey thereof; as described in the bill of sale from the State of Washington to O. P. Lewellen, dated February 21, 1939, and being State Contract No. 2905.

The North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) in Section Seven (7), Township Seven (7) North, Range Five (5) East, W. M.

The Northwest Quarter (NW $\frac{1}{4}$) of Section Ten (10), Township Seven (7) North, Range Five (5), East W. M.

Also all easements, rights of way, rights of ingress and egress in to and from said timber and all rights of every kind and nature belonging to the mortgagor herein in and to the hereinbefore described real estate and all rights acquired during the life of this mortgage in said real estate and in connection with the timber thereon.

This conveyance is intended as a mortgage to secure the payment of the sum of One Hundred Seventy-Five Thousand and no/100 Dollars (\$175,000.00), lawful money of the United States, together with interest at five (5) per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date September 30, 1943 executed by Party of the First Part, payable on demand with 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 made or taken in renewal or extension thereof and all collateral thereto.

This conveyance is also intended as a mortgage to secure the payment of any and all indebtedness now due Party of the second part by Party of the First Part and any and all future advances during the life of this mortgage. But in case default be made in the payment of any of the sums herein mentioned, or the renewal or extensions thereof, 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 the mortgagor fails 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