

MORTGAGE RECORD—X

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA—177183

Also Lots Ten (10) and Eleven (11) of the Oregon Lumber Company's Sub-division of part of Section 14, Twp. 3 N. R. 9 E.W.M., according to the plat of said sub-division duly recorded in the records of Plats in the office of the Auditor for Skamania County, Washington, and

All of Block 20 except two acres North of County Road, and all of Lot 4 and that portion of Lots 1, 2, and 3, Block 21, South of County Road, all in Manzanola Orchard Tracts in Township 3 N. R. 9 E.W.M., as per plat filed in the office of the Auditor of Skamania County, Washington.

Also that part of South $\frac{1}{2}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$ South of County Road, Section 15, Township 3 North, Range 9 East W.M., containing five acres, more or less.

EXCEPTING THEREFROM a strip of land 300 feet in width acquired by the United States of America for Bonneville Coulee Transmission line.

ALSO, a tract of land described as follows:

Commencing at the Northeast corner of the Southeast quarter of Southwest quarter of Section fourteen, township three North of Range 9 East of W.M.; thence thirty rods South; thence eighty-six and $\frac{42}{100}$ (86.42) rods West; thence thirty rods North; thence eighty-six and $\frac{42}{100}$ (86.42) rods East to place of beginning, containing fifteen (15) acres, more or less, excepting that portion thereof acquired by the United States for the Bonneville transmission line. EXCEPTING and RESERVING unto the grantor, her heirs and assigns, 75% of all mineral oils, and petroleum gas which may be found upon said premises together with the right to prospect for, mine, drill, and produce said mineral products and remove the same therefrom provided that the grantor, her heirs or assigns shall reimburse the grantees for any damage that they may sustain by reason of investigating, prospecting for and developing and maintaining mines or wells unless a profitable mine, oil or gas well shall be developed thereon in which case $\frac{1}{4}$ of the expenses shall be deducted from any profits accruing to the grantees.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of TWO THOUSAND SEVEN HUNDRED NINETY-FIVE and NO/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of six per cent. per annum from date until paid, according to the terms and conditions of those two certain promissory notes, bearing date June 11, 1946, and May 10, 1948, made by the parties of the first part hereto, payable note for \$1,545.00 dated June 11, 1946, payable in installments of \$515.00 December 1, 1946; \$515.00 December 1, 1947 and \$515.00 December 1, 1948; note for \$1,250.00 dated May 10, 1948 payable in installments of \$625.00 June 1, 1949 and \$625.00 December 1, 1949, after date to the order of SECURITY STATE BANK, White Salmon, Washington, and these presents shall be void if such payments be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, 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, the sum of a reasonable sum as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said party of the second part, its successors or assigns may be obliged to make for it or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

The parties of the first part agree to keep the property insured in the sum of full insurable value, payable to the party of the second part as its interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, its successors or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby,