

## MORTGAGE RECORD—X

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SKAMANIA COUNTY, WASHINGTON  
Mortgage Record "X"

PIONEER, INC., TACOMA—177183

#36376

Albert Aalvik et ux to Wheeler, Osgood Company

THIS MORTGAGE, Made on this 28th day of February, 1947, By Albert Aalvik and Lucille Aalvik, husband and wife, of Skamania County, Washington, as mortgagors, to Wheeler, Osgood Company of Tacoma, Washington, as mortgagee.

WITNESSETH: That the mortgagors mortgage to said mortgagee all that certain personal property situate and described as follows, to-wit:

800,000 feet B. M. of felled and bucked logs, lying  
and being in SW $\frac{1}{4}$  of Sec. 12, Twp. 3 N. R. 7 E. W.M.  
in Skamania County, Washington.

As security for the payment of the mortgage of the sum of \$4000.00 together with interest thereon at the rate of 6% per annum payable at maturity. The principal and interest above mentioned on or before six months after date, but it is hereby agreed that the mortgagors shall yard, load, and haul the said logs to booming ground in Rock Creek near the Columbia River and cause the same to be rafted for scale therein as soon as practicable. The mortgagors shall also boom and sell said logs upon Columbia River Log Scaling and Grading Bureau's scale to the mortgagee A.A. and from the proceeds of such sale shall pay to the mortgagee for credit upon this mortgage and the promissory note hereby secured one-third of the proceeds from the sale of such logs, until principal and interest have been fully paid.

The mortgagors expressly represent and agree that they are the sole owners of the above described property subject only to stumpage payment which is due and payable at time of sale at the rate of \$1.50 per M. feet; that the said logs are now in their possession in said county and that in case any of the representations or agreements hereof should prove to be false or untrue or in any case of failure to pay any part of the principal sum secured by this mortgage, or the interest thereon, at the time specified in the notes secured by this mortgage, or if at any time the mortgagee shall deem the debt mentioned in this mortgage, insecure, or shall believe that the mortgaged property will be lost, destroyed or removed, then the mortgagee may declare the whole sum secured by the mortgage to be due and payable, and may immediately enter upon the premises where the mortgaged property may be and immediately take possession thereof, using all necessary force to do so, and remove and sell the same in the manner now or which may hereafter be provided by law, and from the proceeds of said sale pay the amount secured by this mortgage, after first deducting therefrom all the costs and expenses of taking, removing and selling said property, and an attorney's fee of a reasonable sum of dollars. And the Mortgagors further expressly agree that in case the amount secured from said sale shall not be sufficient to pay the amount due on this mortgage and the costs, expenses and attorney's fees upon foreclosure they will pay the deficiency, and hereby consent that a deficiency judgment may be entered in the event of a foreclosure and sale under this mortgage.

In lieu of sale under foreclosure as above provided the mortgagee at its option go upon the premises where the logs above mortgaged are situate and do all things necessary in yarding, hauling, dumping, booming, scaling, and selling said logs and from the proceeds of the sale thereof shall have the right to deduct its costs and expense and to apply the sale of proceeds of the sale upon the payment of principal and interest hereby secured. The right and privilege hereby conferred, shall not be in derogation of the rights of the mortgagee to foreclose this mortgage in any manner provided by law or to recover from the mortgagors any deficiency which may remain after the application of proceeds of said logs as aforesaid.

IN TESTIMONY WHEREOF, The mortgagors above named have hereunto set their hands and seals the day and year first above written.

(Notarial Seal affixed)

Albert Aalvik, (LS)

Lucille Aalvik (LS)