

immediately due without notice, and this mortgage may be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

Dated at Stevenson, Washington this 29th day of November, 1948.

Leonard T. Foster (Seal)

Ruby J. Foster (Seal)

STATE OF WASHINGTON }  
County of Skamania } ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 29th day of November, 1948 personally appeared before me Leonard T. Foster and Ruby J. Foster, husband and wife to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

Raymond C. Sly  
Notary Public in and for the State of Wash-  
ington, residing at Stevenson, therein.

Filed for record December 1, 1948 at 3:15 p.m. by Bank of Stevenson.

*John C. W. Walters*  
Skamania County Auditor.

#38681

New York Trust Co. to Oregon Railroad & Nav. Company

SATISFACTION AND RELEASE OF THE OREGON RAILROAD AND NAVIGATION COMPANY'S CONSOLIDATED MORTGAGE DATED AUGUST 17, 1896, AND INDENTURES SUPPLEMENTAL THERETO

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, THE OREGON RAILROAD AND NAVIGATION COMPANY, a corporation organized under the laws of the State of Oregon, executed and delivered to New York Security and Trust Company, a corporation organized under the laws of the State of New York, a certain indenture of mortgage dated August 17, 1896, known as The Oregon Railroad and Navigation Company's Consolidated Mortgage (hereinafter called the "Mortgage"); and

WHEREAS, said The Oregon Railroad and Navigation Company or its successor, Oregon-Washington Railroad & Navigation Company, a corporation organized under the laws of the State of Oregon, executed and delivered to said New York Security and Trust Company in that name or Security and Trust Company and The New York Company being hereinafter referred to as the "Trustee"), certain indentures supplemental to the Mortgage (hereinafter called "Supplemental Indentures"); and

WHEREAS, the Mortgage and Supplemental Indentures were executed and delivered to secure the due and punctual payment according to their tenor and effect, of The Oregon Railroad and Navigation Company's Four Per Cent Consolidated Mortgage Gold Bonds; and

WHEREAS, by said Mortgage and Supplemental Indentures there were granted, bargained, sold, assigned, released, conveyed, confirmed and set over to the Trustee in trust for the purposes and upon the terms, provisions and conditions therein stated, all of the railroads, estates, properties, rights, franchises and privileges described in the Mortgage and Supplemental Indentures and intended thereby to be so granted, bargained, sold, assigned, released, conveyed, confirmed and set over; and