

waiver of any right or other remedy arising from breach of any of the covenants hereof. The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by the mortgagee shall establish the right to recover the amount so paid with interest.

Time is of the essence hereof, and if default be made in the payment of any of the sums hereby secured, or in the performance of any of the covenants or agreements herein contained, then in any such case the remainder of unpaid principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the mortgagee become 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 25th day of June, 1951.

Norman S Garwood (SEAL)

Hazel S. Garwood (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 25th day of June, 1951, personally appeared before me Norman S. Garwood and Hazel S. Garwood 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)

Robert J. Salvesen

Notary Public in and for the State of Washington, residing at Stevenson, therein.

Filed for record June 26, 1951 at 10-15 a. m. by R. J. Salvesen.

John C. Wachter

Skamania County Auditor

#42593

Beacon Rock Logging Co., To Stevenson Plywood Corporation

REAL ESTATE MORTGAGE

THE MORTGAGOR, Beacon Rock Logging Co., hereinafter referred to as the mortgagor, mortgages to Stevenson Plywood Corporation, the following described real property situate the county of Skamania, State of Washington:

All timber located on East Half of Section 24, Township 3 North Range 5, East of the Willamette Meridian.
Also all old growth fir on Northwest Quarter of Section 24, Township 3, North Range 5, East of the Willamette Meridian.
Together with right of way into said timber, subject to terms of contract of purchase dated June 23, 1951, between Olson Bros. Lumber Co., a co-partnership, and Beacon Rock Logging co.

Together with the appurtenances, and all awnings, screens, mantels, and all plumbing light- ing, heating, cooling, ventilating, elevating and watering apparatus and fixtures now or hereafter belonging to or used in connection with the property, all of which shall be construed as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of One Hundred Seventy-one Thousand and no/100 dollars with interest from date until paid, according to the terms of one certain promissory note bearing even date here- with.

I hereby give this Mortgage this day of June 1951.

John C. Wachter

County Auditor CR