

MORTGAGE RECORD-Y

642

SKAMANIA COUNTY, WASHINGTON

642, INC., TACOMA-2241

Mortgage Record Y

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 24th day of August personally appeared before me Robert Vester to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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)

Jos. Gregorius
Notary Public in and for the State of Washington, residing at Carson.

Filed for record August 24, 1951 at 3-25 p. m. by J. C. Price.

John C. Wachter
Skamania County Auditor

#42908

Carl Vollweiler et ux to J. Kenneth Thayn

MORTGAGE

THE MORTGAGORS, CARL VOLLWEILER and MIRIAM J. VOLLWEILER, husband and wife, mortgages to J. KENNETH THAYN all their rights, title and interest in and to the standing timber situate on the following described real property in Skamania County, State of Washington:

The following Subdivisions of Section 18, Township 3 North, Range 8 EWM.

1. The Southeast quarter of the Northwest quarter,
2. The Northeast quarter of the Southwest quarter,
3. The Northwest quarter of the Southeast quarter,
4. The Southwest quarter of the Southeast quarter, and
5. The South half of the Southeast quarter of the Southeast quarter; and
The East half of the Northeast quarter of the Southeast quarter of the
Section 24, Township 3 North, Range 7 EWM., Skamania County, Washington.

This mortgage is given to secure the payment of the sum of One Thousand Six Hundred Eleven and no/100 (\$1611.00) Dollars, together with interest thereon at the rate of Five Per Cent per annum (5%) payable on or before the 17th day of October, 1951, in accordance with the terms and conditions of a certain promissory note bearing even date herewith and due October 17th, 1951.

Now, if the sums of money due upon said promissory note shall be paid according to the terms thereof, this conveyance shall be void and of no effect. But if default be made in the payment of said sum of money or the interest thereon, or any part thereof, at the time the same shall be due, the mortgagee may foreclose this mortgage, and sale said property pursuant to law, and out of the proceeds of such sale to retain the principal and interest remaining unpaid on said note or any advances, with interest, and all costs of such foreclosures sale together with a reasonable sum of dollars, as attorney's fee, paying the overplus, if any thereof, to said mortgagors.

The mortgagors further expressly agree that in the event the proceeds of said sale shall not be sufficient to pay the amount due on this mortgage and the costs, expenses and attorney's fee upon foreclosure, they will pay the deficiency, and hereby consent that a deficiency judgment may be entered in the event of such foreclosure and sale.

Mortgagee hereby consents to Mortgagors falling, bucking, removing and selling the aforedescribed timber. Mortgagors covenant that in the event they shall sell said timber or saw logs therefrom, such sale shall be in the name of J. Kenneth Thayn and the proceeds shall be paid to mortgagee to extinguish the note secured by this mortgage. It is understood and agreed that all logging and sale expenses and tax thereon shall be borne by mortgagors at there own expense. Mortgagors further covenant not to allow any liens or other encumbrances to be placed against said timber or the saw logs therefrom as a result of any logging operation.