

That said Mortgagors, for good and valuable consideration, to them paid by said Mortgagee, do hereby grant, bargain, sell and convey unto said Mortgagee, its assigns, the following described real property;

The northeast quarter (NE 1/4) of Section 14, Township 3 North, Range 8 East of the Willamette Meridian, located in Skamania County, State of Washington:

The northwest quarter (NW 1/4) of Section 14, Township 3 North, Range 8 East of the Willamette Meridian, EXCEPT beginning at the center of Section 14, Township 3 North, Range 8 E.W.M.; thence west on the center line of said section a distance of 1100 feet, more or less to the crest of a hill; thence following the crest of said hill in a northerly and northeasterly direction to intersection of said crest with the north and south center line of said Section 14; thence south on said north and south center line 680 feet more or less to the point of beginning, being in the southeast quarter of the northwest quarter of said Section 14, Township 3 North, Range 8 E.W.M., located in Skamania County, State of Washington.

TO HAVE AND TO HOLD the said property unto the said Mortgagee and its assigns forever.

This mortgage is intended to secure the performance on the part of the mortgagors of a certain written logging contract entered into between the mortgagors and the mortgagee herein of even date herewith, which contract by its terms provides for certain logging to be done by mortgagors herein.

Now if the sums of money due upon said instrument shall be paid and if said contract shall be performed according to its terms by the mortgagors herein, this conveyance shall be void, but in case default shall be made in payment of the principal or interest as therein provided or in the performance of said contract, or any installment or part thereof, then the said Mortgagee and its legal representatives may foreclose this mortgage and sell the property above described in the manner prescribed by law and apply the proceeds of said foreclosure upon the sums payable under said contract insofar as may be required to satisfy the same. It is further agreed and understood by and between the parties hereto that the manner of foreclosure hereinbefore provided shall not be exclusive, but said Mortgagee may resort to strict foreclosure or any other manner of foreclosure provided by law. But until such default, Mortgagors to retain and remain in possession of said mortgaged property.

The mortgagors agree and consent that if they should default in the performance of the contract, or any part thereof, which is secured by the terms of this mortgage, and especially if mortgagors should fail to cut the logs on the property described in said contract by the dates indicated in said contract and to carry on said logging and delivery of said logs to the said mortgagee within the times specified in said contract, such failure would constitute a default in said contract and under this mortgage, and mortgagors consent that in such event a receiver could be appointed by any court of general jurisdiction, at the option of the mortgagee herein, for the property described in said contract and in this mortgage and that the receiver can carry on logging operations on said property and deliver the same to the mortgagee under the same terms described in said contract.

In case of foreclosure of this mortgage, Mortgagors agree to pay the mortgagee such sum as attorney's fees in said suit as the court may adjudge reasonable.

WITNESS our hands and seals this 27th day of November, 1951.

Arthur W. Lehmann

Marian Lehmann

Assignment
8-30-56

RELEASED
FEB 19 1952
NO. 3335
SKAMANIA COUNTY AUDITOR