

THIS INSTRUMENT made this 6th day of May 1932 between
R. C. WISE-SCHWEN and MARIE E. WISE-SCHWEN, an estate in fee simple as tenants by the entirety
 known as "Mortgage", and WILLIAM E. ECK, as Oregon banking corporation known as "Mortgage".

WITNESSETH:

For value received by the Mortgagee from the Mortgagor, the Mortgagor does hereby grant, bargain, mortgage and convey
 unto the Mortgagee all the following described property situated in Clatsop County, Oregon, to-wit:

Lots 17, 18 and 19 in Block 16 of Second Industrial Addition, to the City of Clatsop Falls,
 according to the official plat thereof on file in the office of the County Clerk of
 Clatsop County, Oregon.

together with the improvements, buildings and appurtenances now or hereafter thereto belonging or in anywise appertaining,
 including but not limited to roads and easements and in connection with the premises, also, all fixtures, buildings and parts of
 buildings situated upon and property, including but not limited to electric wiring and fixtures, barns and building fixtures, water
 systems, heat storage apparatus, plumbing, ventilating, water and irrigating systems, screens, doors, window shades and blinds,
 shutters, radiators, hoods, fans, incandescent and floor coverings, heating stoves, ovens, garbage disposals, air conditioning, refrigerators,
 lawnmowers, lawnmowers, and all other fixtures now or hereafter installed in or on the premises, and any shrubbery, trees or other now
 growing or hereafter planted or growing thereon, and any and all improvements of any kind or more of the foregoing, in whole
 or in part, all of which are hereby declared to be appurtenant to the land, and all the rents, issues and profits arising from the
 mortgaged property.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns forever.

The Mortgagor does hereby covenant to and with the Mortgagee that the Mortgagee is lawfully seized of the whole of the
 said real property, that it is the absolute owner of all items of property described hereinafter, that the said property is free from
 encumbrances of every kind and nature, and that it will warrant and defend the same against the claims and demands of
 all persons whatsoever, except that let excepted to C. I. Padlock and Gertrude E. Padlock.

This mortgage is intended as a mortgage to secure performance of the covenants and agreements herein contained to be
 by the Mortgagor kept and performed and to secure the payment of the sum of \$ 5,000.00 and interest thereon as
 evidenced with the issue of a certain promissory note executed by R. C. WISE-SCHWEN and Marie E. WISE-SCHWEN

dated April 22 1932 payable to the order of the Mortgagee in installments of not less than \$ 100.00
 with amortizing interest on the 6th day of each month commencing June
1932 until May 5 1932 when the balance then remaining unpaid shall be paid.

This Mortgage is also given as security for the payment of any and all other indebtedness, obligations or liabilities of the
 Mortgagor to the Mortgagee now existing or hereafter arising, whether or not stated, whether or contingent and otherwise payable,
 including but not limited to such as any and all indebtedness, guarantees, acceptances, bills of exchange, promissory notes, or
 other paper documents by the Mortgagor or held by the Mortgagee, or taken as security for any such or advances of any kind, either
 described otherwise.

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11. That, in the event of the institution of any suit or action to foreclose this mortgage, the Mortgagee will pay such sum as the said court and any appellate court may adjudge reasonable as attorney's fees in connection therewith and such fees shall be the Mortgagee shall have paid or incurred for costs and disbursements in such suit or action, enforcement of judgment or sale of the premises or satisfaction hereof, whether or not final judgment or decree thereon be entered and all such sums are secured hereby and shall bear interest from the date paid or incurred by Mortgagee or from the date of judgment, whichever occurs first, at the rate set forth in the preliminary note mentioned above; that in any such suit, the court may, upon application of the plaintiff and without regard to the conditions of the property or the adequacy of the security for this indebtedness, decree against and without notice to the Mortgagee or any one else, appoint a receiver to take possession and care of all and mortgage property and collect and receive any or all of the rents, issues and profits which had then and thereunto come or accrued or which may come or accrue during the pendency of such suit, that any amount so received shall be applied toward the payment of the debt secured hereby, after first paying therefrom the charges and expenses of such receivership, but until a breach or default by the Mortgagee in any or more of its covenants or agreements herein contained, he may remain in possession of the mortgaged property and retain all rents actually paid to and received by him prior to such default.

12. The word "Mortgagee", and the language of the certificate

herein shall, where there is more than one mortgagee, be construed as plural and be binding jointly and severally upon all mortgagees with the word "Mortgagee" shall apply to any holder of the mortgage. Whichever mortgagee initiates foreclosure and sues, all the covenants of the Mortgage shall be binding upon the holder, the mortgagee, assignee, successor and assigns and none to the benefit of the mortgagee and assigns of the Mortgagee. In the event of any transfer of the property herein described or any part thereof or any interest therein, whether voluntary or involuntary or by operation of law, the Mortgagee may, without notice to the Mortgagee or any one else, record or after, extend the time of payment or grant extension of satisfaction hereby secured for any term, absolute mortgage or partial release, from the date of this mortgage or in any other respect modify the terms herein without thereby affecting the personal liability of the Mortgagee for the payment of the indebtedness hereby secured. No condition of this mortgage shall be deemed waived unless the same be expressly waived in writing by the Mortgagee. Whenever any notice, demand, or request is required by the terms herein or by any law now in existence or hereafter enacted, such notice, demand or request shall be sufficient if personally served on one or more of the persons who shall at the time held record title to the property herein described or if contained in a postpaid envelope addressed to one or more of such persons or to the Mortgagee at the last address actually furnished to the Mortgagee or at the mortgaged premises and deposited in any post office station or letter box.

IN WITNESS WHEREOF, the Mortgagee do hereby execute at State of and on day and year first hereinafter written.

 (SEAL)
O. C. Webb-Brown
 (SEAL)
 (SEAL)
 (SEAL)

Mark Danner, Witness

STATE OF OREGON)
COUNTY OF CLATSOP) ss

DATE May 12, 1937

Personally appeared the above-named Mark Danner
personally known to me to be the same person who was a subscribing witness to
the foregoing instrument, who, being sworn, stated that he resides at
30 Lincoln Street, Elsieville Falls, Oregon, and that he knew
O. C. Webb-Brown and Marie E. Webb-Brown the persons described in
and who executed the foregoing conveyance, and he acknowledged said instrument
to be their voluntary act, before me.

Notary Public for Oregon
My Commission expires 2-28-41

Return to:
Western Bank
P.O. Box 169
Elsieville Falls, OR 97421

STATE OF OREGON: COUNTY OF CLATSOP

Filed for record & index of Clatsop County Public Records at on day of A.D. 19 37 at o'clock P. M., and duly recorded in Vol. of at on Page 117
by Deputy Notary, County Clerk