

45960

MORTGAGE

SHORT FORM

THE MORTGAGOR S FRITZ W. TIETZ and VELMA I. TIETZ, husband and wife,

hereinafter referred to as the mortgagor, mortgages to WM. H. RUETTIGERS

the following described real property situate in the County of Skamania, State of Washington: Beginning at a point which is an iron pipe in the centerline of a 30 foot road, said pipe being 198.4 feet south and 159 feet west of the section corner common to Sections 31 and 32, Township 2 North, Range 5 E.W.M. and Sections 5 and 6, Township 1 North, Range 5 E.W.M.; thence south 02° east 351.9 feet to an iron pipe on the river bank; thence following the meanderings of Washougal River north 31° 22' west 344 feet to a point; thence north 42° 05' west 192 feet to a point; thence north 51° 25' west 106.1 feet to a point; thence north 64° 59' west 174 feet to a point; thence south 67° 54' west 160.1 feet to a point in the centerline of the bridge over the Washougal River; thence following the center line of the Highway north 08° 31' east 137.8 feet to a point in the road intersection; thence following the centerline of the County Road north 48° 05' east 389.2 feet to an iron pipe at the intersection of a 30 foot road; thence following the centerline of said 30 foot road south 66° 24' east 132.1 feet to a point; thence south 40° 41' east 171.7 feet to a point; thence south 05° 17' east 200.2 feet to a point; thence south 34° 42' east 216.4 feet to the place of beginning, containing 5.15 acres, in Skamania County, Washington, which tract above described includes a certain tract of land heretofore conveyed by deed of record in Book B, page 185, Records of Deeds, of Skamania County, Washington

together with the appurtenances, and all awnings, screens, mantels, and all plumbing, lighting, 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.

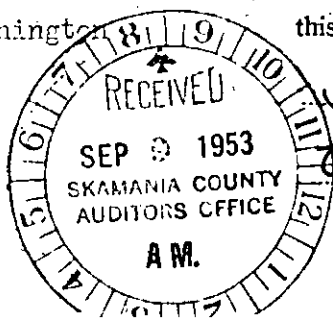
To secure the performance of the covenants and agreements hereinafter contained, and the payment of FOUR THOUSAND AND NO/100- (\$4,000.00) Dollars with interest from date until paid, according to the terms of a certain promissory note bearing even date herewith.

The mortgagor covenants and agrees with the mortgagee as follows: that he is lawfully seized of the property in fee simple and has good right to mortgage and convey it; that the property is free from all liens and encumbrances of every kind; that he will keep the property free from any encumbrances prior to this mortgage; that he will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the debt hereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to the mortgagee; that he will not permit waste of the property; that he will keep all buildings now or hereafter placed on the property in good order and repair and unceasingly insured against loss or damage by fire to the extent of the full insurable value thereof in a company acceptable to mortgagee and for the mortgagee's benefit, and will deliver to mortgagee the policies, and renewals thereof at least five days before expiration of the old policies.

Should the mortgagor default in any of the foregoing covenants or agreements, then the mortgagee may perform the same and may pay any part or all of principal and interest of any prior encumbrance or of insurance premiums or other charges secured hereby, and any amount so paid, with interest thereon at the highest legal rate from date of payment shall be repayable by the mortgagor on demand, and shall also be secured by this mortgage without 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 Camas, Washington this 4th. day of September 1953



Fritz W. Tietz (SEAL)  
Velma I. Tietz (SEAL)