

46138

REAL ESTATE MORTGAGE

SHORT FORM
FOR WESTERN WASHINGTONTHE MORTGAGOR S JOHN J. HAYES and RUTH B. HAYES,
Husband and wife,

hereinafter referred to as the mortgagor, mortgages to

GEORGE E. BALSIGER

the following described real property situate in the county of Skamania, State of Washington:

Lots 4 and 6 of Block 2 of Cook Townsite according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

SUBJECT to the acts and omissions of the grantees under a contract dated 10/10/50, 1950, pursuant to which this conveyance is made.



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 TWO HUNDRED and No/100 ----- dollars with interest from date until paid, according to the terms of one 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 incumbrances of every kind; that he will keep the property free from any incumbrances prior to the mortgage; that he will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or interest thereby 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 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 incumbrance or 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 herein. 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, in any suit which the mortgagee may be obliged to defend to protect the unimpaired priority of the lien hereby secured, 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 23rd day of October, 1953.

John J. Hayes (SEAL)
Ruth B. Hayes (SEAL)