

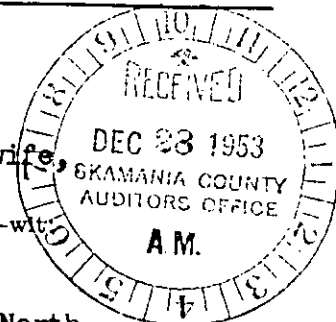
MAIL TO

46391

SHORT FORM

REAL ESTATE MORTGAGE
FOR WASHINGTON

The Mortgagors Vonnice C. Harvey and Edith Lelia Harvey, husband and wife,
mortgage to R. J. Hilton
the following described real estate situate in the County of ~~Proctor~~ Skamania, State of Washington, to-wit:



The South Half of the Northwest Quarter of Section 23, Township 3 North, Range 8, E.W.M.; excepting public roads and rights of way on, over and across the said real property.

Also covering all easements, water rights, and appurtenances thereunto belonging or in any wise appertaining, including surface water permit #7963 for the State of Washington.

together with all the rents, issues and profits thereof, and all plumbing, heating, gas and electric fixtures, watering and irrigating apparatus and fixtures whether attached or detached, now or hereafter belonging to or used in connection with the above described premises, and together with all waters and water rights of every kind and description and however evidenced or manifested, which now or hereafter may be appurtenant to said premises or any part thereof, or incident to the ownership thereof, or any part thereof, or used in connection therewith; and together with all interest in said premises that the mortgagors may hereafter acquire.

To secure the performance of the covenants and agreements hereinafter contained, and to secure the payment of the debt represented by one notes made by the mortgagors to the order of the mortgagee, of even date herewith, and ~~xxx~~ payable in annual installments of \$500.00 each, commencing Dec. 17, 1954, for the principal sum of Fifty-three Hundred (\$5,300.00) - - - - - Dollars (\$ 5,300.00) with interest thereon at the rate of five per cent per annum, payable annually

Each of the mortgagors covenants and agrees during the continuance of this mortgage, to pay all taxes and assessments levied or imposed upon said premises and upon this mortgage or upon the debt hereby secured, at least ten days before delinquency; to keep the premises free from any incumbrance prior to this mortgage; not to commit or suffer waste thereon; to keep all buildings thereon in good repair and unceasingly insured against loss or damage by fire in a company satisfactory to the mortgagee, in a sum not less than Fifty-three Hundred Dollars (\$ 5,300.00); to deposit all policies of insurance with the mortgagee, and all policies shall be payable to the mortgagee, and shall contain a mortgage subrogation clause satisfactory to the mortgagee.

Should the mortgagors be or become in default in any of the foregoing covenants or agreements, then the mortgagee may perform the same, and the mortgagee may pay any parts or all of principal and interest of any prior incumbrance, and all expenditures made by the mortgagee under any of the covenants or agreements herein, shall draw the highest rate of interest that may now lawfully be contracted for in writing, and all such expenditures shall be repayable by the mortgagors on demand, and, together with interest thereon, shall be secured by this mortgage.

Time is material and 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 balance 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 suit 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 mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Dated this 17th day of December, 1953.

Vonnice C. Harvey
Edith Lelia Harvey

STATE OF WASHINGTON, } ss.
County of WALLA WALLA }

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 19 day of December, 1953, personally appeared before me

Vonnice C. Harvey and Edith Lelia Harvey, husband and wife,

to me known to be the individual described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their 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.



Thomas F. Chesser
Notary Public for State of Washington,
Residing at Walla Walla