

Now, therefore, if said mortgagor...S... shall keep and perform the covenants herein contained and shall pay said note..... according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note.....; it being agreed that a failure to perform any covenant herein, or if proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgageeS... shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagorS... shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgageeS... may at...Their... option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee...S... for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee...S... at any time while the mortgagor...S... neglects to repay any sums so paid by the mortgagee...S... And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note..... shall be included in the lien of this mortgage.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor S... and of said mortgagee...S... respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may, upon motion of the mortgagee...S..., appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

IN WITNESS WHEREOF, said mortgagor... have hereunto set their hand.S and seal.S the day and year first above written.

Executed in the presence of

*Joe Gregorius*

*Wade W. Mc Nee* (SEAL)

*Elmo M. Mc Nee* (SEAL)

(SEAL)

(SEAL)

Return to:

*Edward Mitchell*

*2515 NE Killingsworth St.,  
Portland 11, Oregon.*

48598

# MORTGAGE

(FORM No. 105A)

Wade W. Mc Nee and

Elmo M. Mc Nee

TO

Edward Mitchell and

Hazel Mitchell

STATE OF OREGON,  
Washington } ss.  
County of Skamania

I certify that the within instrument was received for record on the 28 day of April 1955, at 11:30 o'clock A.M., and recorded in book 30 on page 249, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

*Allen W. Berg*  
County Clerk-Recorder.

By *M. Kelly* Deputy.

STEVENS-NESS LAW PUB. CO., PORTLAND

REGISTERED	K
INDEXED	DIR. K
INDIRECT	K
RECORDED	
COMPARED	
MAILED	50

STATE OF OREGON  
Washington } ss.  
County of Skamania

BE IT REMEMBERED, That on this 26th day of April, 1955, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Wade W. Mc Nee and Elmo M. Mc Nee (Husband and Wife)

known to me to be the identical individual.S. described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Joe Gregorius*  
Notary Public for Oregon  
My Commission expires March 28, 1959