

49521

Real Estate Mortgage

BOOK

31-248

THE MORTGAGORS, H.E. Eastlick and Maude A. Eastlick, husband and wife, hereinafter referred to as the mortgagors, mortgage to J.C. Price the following described real property situate in the County of Skamania, State of Washington:

Commencing at the intersection of the North line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, T 4 N. R 7 E. W.M. with the Westerly line of Permanent Highway # 9, thence Southerly along the Westerly line of said Highway a distance of 250 feet, thence West 380 feet, thence North to the intersection with the North line of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec 23, thence East along said line to the point of beginning.

~~Dated the 18th day of June 1955~~

To secure the performance of the covenants and agreements hereinafter contained, and the payment of THREE HUNDRED THIRTEEN and no/100 DOLLARS (\$313.00) with interest from date at the rate of 8% according to the terms of a certain promissory note of even date herewith.

The Mortgagors covenant and agree with the mortgagee as follows: that they ^{are} lawfully seized of the property in fee simple and have good right to mortgage and convey it; that the property is free from all liens and incumbrances of any kind; that they will keep the property free from any incumbrances prior to this mortgage; that they will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the debt thereby secured, at least ten days before delinquency, and will immediately ^{deliver} proper receipts therefor to the mortgagee; that they will not permit waste on the property; and that they 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, and will deliver to the mortgagee the policies, and renewals thereof at least five days before the expiration of the old policies.

Should the mortgagors default in any of the foregoing covenants or agreements, then the mortgagee may perform the same and may pay any part of all of the principal or interest of any prior incumbrances or of insurance premiums or other charges secured thereby, and any amount so paid, with interest thereon at the highest legal rate from date of payment shall be repayable to the mortgagor on demand, and shall also be secured by this mortgage without waiver of any right ~~or other remedy~~ 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~~ interest.

Time is of the essence hereof, and if default be made in payment of any of the sums hereby secured, or in the performance of any of the covenants herein contained, then in such case the remainder of unpaid principal, with accrued interest and all other ~~indebtedness~~ 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, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and expense in connection with such suit, which sums shall be secured hereby and included in any decree of foreclosure.

Dated at Carson Washington this 18th day of June 1955.

H. E. Eastlick

Maude A. Eastlick

XXXXXX