## **Washington** Title Insurance COMPANY

52812



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THE MORTGAGOR CHARLES H. GREEN, a single man,

hereinaster referred to as the mortgagor, mortgages to ALINE M. BEDELL, a widow,

the following described real property situate in the County of Skamania , State of Washington: That part of the SW quarter of Sec. 17, Township 1 N, Range 5, E. W. M., described as follows: Beginning at the SW corner of said Sec. 17; thence East 2651. 6 feet to quarter corner on south line of said Sec. 15; thence north 1584 feet along quarter section line running north and south through center of said Sec. ly; thence west 1335 feet to west line of the NE quarter of SW quarter of said Sec. 17; thence south 170 feet; thence west 930 feet; thence southwesterly 429 feet to point on pub lic road 1254 feet north of point of beginning; thence south 1254 feet to point of beginning;

Except (1) A tract of land .75 acre, more or less, conveyed to Mt. Pleasant Grange No. 73, described as follows: Beginning at a point 20 rods east of SW corner of said Sec. 17; thence north 10 rods; thence east 6 rods; thence south 10 rods; thence west to point of beginning.

Except (2) That portion of SW quarter of said Sec. 17 lying southerly of State Highway No. 8 as presently located and established.

Subject to rights of way granted to Northwestern Elec. Company, a corporation, by deed dated Dec. 5, 1929, and recorded May 9, 1930, Book W of Deeds, page 386, and by deed dated March 3,1930

recorded Feb. 20, 1931, Book W of Deeds, page 572, records of Skamania County, Washington. Subject to easement for pipe line to Lee M. Miler and wife and Millie M. Miller, a widow, by deed dated April 26, 1944, recorded Marcy 15, 1945, Book 30 of Deeds, page 321.

Subject to easement for pipe line to Floyd W. Johnson by deed dated March 20, 1954, recorded March 22, 1954, Book 38 of Deeds, page 33, records of said County.

Subject to public roads and rights of way including State of Washington for State Highway No. 8.

together with the appurtenances, and all awnings, screens, inautels, 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 -----(\$6000.00) -----Six Thousand and no/100 -----Dollars bearing certain promissory note with interest from date until paid, according to the terms of 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

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 tinpaid 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 inliany decree of foreclosure

Dated at Cama's . Washington William Charles OCT 7 1957 SKANANIA COUNTY AUDITONS CFFICE

(Stailed H Green (SEAL)