

## REAL ESTATE MORTGAGE

SHORT FORM  
FOR WESTERN WASHINGTON

THE MORTGAGORS, WALLACE LEROY NEWMAN and MARY LEE NEWMAN, husband and wife,

hereinafter referred to as the mortgagor, mortgages to CHARLES J. JONES and VERA JONES, his wife,

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

Beginning at the quarter corner on the north line of Section 29, Township 3 North, Range 8 E. W. M.; thence east along the north line of the said Section 29 to a point 1050 feet west of the northeast corner of the northwest quarter of the northeast quarter (NW $\frac{1}{4}$  NE $\frac{1}{4}$ ) of the said Section 29; thence south 219 feet; thence east 245 feet; thence south 200 feet to the northerly line of that certain county road known and designated as Carson Creek Road; thence west following the northerly line of the said county road a distance of 315 feet more or less to the southeast corner of the tract of land conveyed to Clifford M. Dillingham by deed dated June 15, 1934, and recorded at page 431 of Book Y of Deeds, Records of Skamania County, Washington; thence north 418 feet to the northeast corner of the said tract of land conveyed to Clifford M. Dillingham; thence west 200 feet; thence north 40 feet to the point of beginning.

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 FIVE THOUSAND THREE HUNDRED FIFTY and No/100 (\$5,350.00) - - - - - dollars with interest from date until paid, according to the terms of two certain promissory notes 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 this mortgage; that he 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 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 policies.

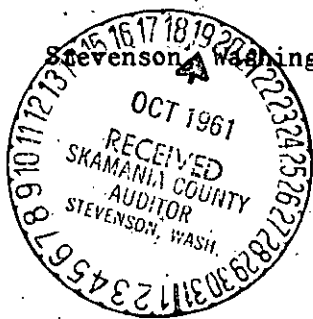
Should the mortgagor default in any of the foregoing covenants or agreements, then the mortgagee may perform the same and may pay any part or all of principal and interest of any prior incumbrance or of insurance premiums or other charges secured hereby, and any amount so paid, with interest thereon 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 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, 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 in any decree of foreclosure.

Dated at Stevenson, Washington,

this fifth day of October, 1961.



Wallace L Newman (SEAL)

Mary Lee Newman (SEAL)