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MORTGAGE

BOOK 40 PAGE 459

THE MORTGAGORS JOSEPH R. GAULEY and EDNA M. GAULEY

MORTGAGE to ANNE G. HENSON

to secure the payment of Four Thousand and Five Hundred..... Dollars (\$4,500.00)
in gold coin of the United States of America, together with interest thereon according to the terms and conditions
of their promissory note bearing even date herewith, the following described realty, situated in the
County of Skamania , State of Washington, to-wit:

Beginning at the intersection of the Section
line between Sections 14 and 15, Township 2
North, Range 7 E. W.M., with the North line
of the right of way of the North Bank Highway
(State Road No. 8), thence North 54°45' East
237.5 feet to the initial point of the tract
herein described, thence North 03°15' West
316.1 feet; thence North 82°47' East 197.4
feet; thence South 06°06' West 233.4 feet to
northerly right of way of State Highway No. 8;
thence South 54°45' West along said right of
way line 187.5 feet to point of beginning.



together with the appurtenances, and all awnings, screens, mantels, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus and all 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.

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 the 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.

The mortgagor hereby consents that in any action brought to foreclose this mortgage, a deficiency judgment may be taken for any balance of debt remaining after the application of the proceeds of the mortgaged property.

Dated at this 1st day of June 1963.

Joseph R. Gauley (SEAL)
Edna M. Gauley (SEAL)