

THIS INDENTURE, made this 4th day of January, 1964, between Paul R. Tate and Virginia M. Tate hereinafter called MORTGAGOR, and T. I. Rogoway hereinafter called MORTGAGEE.

WITNESSETH

For good and valuable consideration, the receipt whereof is hereby acknowledged, Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee, his heirs, successors and assigns, all the following described real property situate in Skamania County, ~~Oregon~~ Washington, to wit:

(Mortgagor authorizes Mortgagee to insert description)

Beginning at a point on the north line of S.22, T.3 N., R. 10 E., W.M., which point is 416 ft. east of the northwest corner of the NE $\frac{1}{4}$ of said Sec. 22; thence south 220 ft.; thence east 264 feet; thence north 220 ft.; thence west 264 ft. to the point of beginning; The south half of the south half of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, and the S $\frac{1}{2}$ of the N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of S.22, T.3 N., R.10 E., W.M.

together with the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining.

To Have and To Hold the same, with the appurtenances, unto Mortgagee, his heirs, successors and assigns forever.

This conveyance is intended as a mortgage to secure payment of the sum of \$ 1317.60, in accordance with the tenor of a certain installment contract-note, executed by Mortgagor, dated Nov. 27, 1962, and payable to the order of Mortgagee, in 60 consecutive monthly installments of \$ 21.96 each, commencing on Feb. 15, 1964 and on the same day of each month thereafter until paid in full.

And Mortgagor does hereby covenant and warrant to and with Mortgagee that Mortgagor is lawfully seized in fee simple of the said real property, that Mortgagor has good right to sell or encumber the same, and that Mortgagor will warrant and defend the same against all claims and demands whatsoever.

And Mortgagor further covenants and warrants to and with Mortgagee:

1. That Mortgagor will pay the sum of money above mentioned, secured by this Mortgage, and shall observe and perform all obligations provided in the said contract-note and this mortgage or any extension thereof, and shall observe and perform the covenants, terms and conditions of any prior mortgage;

2. That Mortgagor shall promptly pay all taxes, assessments, and other charges, to whomsoever laid or assessed, whether on the mortgaged premises or on any interest therein or on the debt secured hereby;

3. That Mortgagor will keep the premises and improvements thereon insured against loss or damage by fire or other casualty in a sum not less than the amount secured by this mortgage, made payable in case of loss or damage to Mortgagee;

4. That Mortgagor will keep the premises and improvements thereon in good order, condition and repair, without waste;

5. That Mortgagor will not remove or demolish any improvement on the premises without the written consent of Mortgagee;

6. That Mortgagor will not permit or suffer any violation of any law or ordinance affecting the premises or the use thereof;

7. That Mortgagor will pay all costs, expenses, disbursements and reasonable attorney fees in any proceeding instituted to enforce payment of said obligation, on default, or in any action protecting or sustaining the lien of this mortgage;

NOW, THEREFORE, if said sum of money shall be well and truly paid, and all covenants, terms and conditions contained herein performed and observed, then this conveyance shall be void; otherwise to be and remain in full force and effect.

It is further agreed:

8. That on default in any payment or covenant herein, Mortgagee may, at his option, advance and pay such taxes, assessments, or other charges, may effect such insurance and pay the premiums therefor, and advance and pay all sums necessary to protect and preserve the security herein; and all sums so advanced shall be immediately repaid to Mortgagee and until so repaid shall bear interest at the rate of 7% per annum and become part of the debt secured hereby and a further charge upon the premises;

9. That upon default in making any payment provided for herein, or upon default in the performance or observance of any other term, covenant or agreement herein, or in any prior mortgage, or upon the sale or transfer of the premises or any part thereof by Mortgagor, then the entire unpaid balance, including all sums advanced, shall thereupon, at the option of Mortgagee, without notice, become immediately due and payable and this mortgage may be foreclosed;

10. That the holder of this mortgage, in any action of foreclosure, shall be entitled to the appointment of a Receiver; may enter upon and take possession of the premises and receive and collect all rents, issues and profits thereof; and may sell the within premises and appurtenances, or any portion thereof, by public sale, in compliance with statutes made and provided;

11. That notice, demand or request wherever required may be in writing and may be served in person or by mail;

12. That in the event of the institution of any suit or action to foreclose this mortgage, or if sale be had, then from the proceeds thereof Mortgagee shall be allowed and there shall be included in such judgment or decree, all sums due hereon together with all costs, charges, advances, disbursements and expenses, incurred or sustained by him, including such sum for attorney fees as the court may adjudge reasonable, rendering the surplus, if any, to Mortgagor.

13. All rights and exemptions of or to both dower and homestead in the premises, and all other rights and interests therein are hereby waived and released;

14. Mortgagor further consents and agrees that the time or terms for payment may be extended, changed, altered, compromised or otherwise dealt with, by a renewal note or notes therefore, without notice or consent, at the option of Mortgagee, and such action shall not release or affect the security of this mortgage; no waiver by Mortgagee of any breach of any provision herein by Mortgagor shall be construed as a waiver of any subsequent breach of the same or any other provision herein, nor shall the liability of the Mortgagor for the within indebtedness and the security of this mortgage be released or affected thereby;

15. The words "Mortgagor" and "Mortgagee" shall be construed as if they, respectively, read in the plural, "Mortgagors" and "Mortgagees", or in the feminine or neuter gender, as the case may be, whenever the sense of this instrument so requires, and shall be construed to include and bind their and each of their heirs, executors, administrators, successors and assigns; and if this instrument is signed by more than one person, every obligation, covenant and agreement of the undersigned shall be joint and several.

Witness _____ hand and seal this 4th day of January, 1964.

Executed in the presence of:

T. I. Rogoway

Paul R. Tate (Seal)

PAUL R. TATE
(Print or type name)

Virginia M Tate (Seal)

Virginia M. TATE
(Print or type name)

STATE OF OREGON)

COUNTY OF Multnomah) SS:

On this 7th day of January, 1964, before me personally appeared T. I. Rogoway
(subscribing witness)

personally known to me to be the same person whose name is subscribed to the foregoing instrument as a witness thereto, who being by me

duly sworn, deposed and said that he resides in Multnomah County, State of Oregon; that he was present and saw Paul R. Tate and Virginia M. Tate

(mortgagors) personally known to him to be the signers of the foregoing instrument as parties thereto, sign and deliver same, and heard them acknowledge that they executed the same, and that he, the deponent, thereupon

signed his name as a subscribing witness thereto at the request of said Paul R. Tate and Virginia M. Tate

(mortgagors)

My Commission Expires 2/9/64

Lenore Lou Newland (Official)
Notary Public for Oregon (Seal)