

RELEASED

5-05-76 vol 54p-7

69359

BOOK 46 PAGE 409

MORTGAGE

The Mortgagors, HARLAN E. JOHNSON and HELEN E. JOHNSON, husband and wife,
of Cook, Washington

Hereby mortgage to Clarke County Savings and Loan Association, a Washington corporation, the following described real property situated in Cook County, State of Washington, to-wit:

Skamania

A tract of land in the East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 27, Township 3 North, Range 9 E. W. M., described as follows:

Beginning at a point on the east line of the said Section 27 south 1,870.31 feet from the quarter corner on the east line of the said Section 27; thence north 81° 20' west 520 feet; thence south 12° 00' west 580.82 feet to a point on the northerly right of way line of the Cook-Underwood Road designated as County Road No. 41; thence following the northerly right of way line of said road along a curve to the left, the radius of which is 895 feet, a distance of 476.75 feet; thence north 36° 48' west 10 feet; thence following the northerly right of way line of said road along a curve to the left, the radius of which is 885 feet; a distance of 295.81 feet to intersection with the east line of the said Section 27; thence north along said east line 95.57 feet to the point of beginning;

TOGETHER WITH an easement and right of way for access to the above described real property as more particularly described in deed dated December 8, 1966, and recorded April 30, 1967, at page 156 of Book 57 of Deeds, under Auditor's File No. 68398, Records of Skamania County, Washington.

and all interest or estate therein that the mortgagors may hereafter acquire, together with the appurtenances and all awnings, window shades, screens, mantles, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus, furnace and heating systems, water heaters, burners, fuel storage bins and tanks and irrigation systems and all built-in mirrors, ovens, cooking ranges, refrigerators, dishwashers and cupboards and cabinets, and all trees, gardens and shrubbery, and other like things and matters, and other fixtures whether now or hereafter belonging to or used in the enjoyment of said property, all of which shall be construed as a part of the realty. The within described mortgaged property is not used principally for agricultural or farming purposes.

All to secure the payment of the sum of EIGHTEEN THOUSAND AND NO/100

(\$ 18,000.00) Dollars.

with interest thereon, and payable in monthly installments of \$ 124.37 each, Month

beginning on the 10th day of September, 19 68, and payable on the 10th day of each month thereafter, according to the terms and conditions of one certain promissory note bearing even date herewith.

This mortgage lien shall continue in force and exist as security for any and all other advances which may hereafter be made by the Mortgagee to the Mortgagor, and shall continue in force and exist as security for any debt now owing, or hereafter to become owing, by the Mortgagor to the Mortgagee.

The Mortgagors hereby (jointly and severally if more than one) covenant and agree with the Mortgagee as follows:

That the Mortgagors have a valid, unincumbered title in fee simple to said premises, and will warrant and forever defend the same against the lawful claims and demands of all person whomsoever.

That the Mortgagors will during the continuance of this mortgage, permit no waste or strip of the mortgaged premises and will keep the buildings and appurtenances on said property in good state of repair.

That the Mortgagors will pay said promissory note according to its terms. Should the Mortgagors fail to pay any installment of principal or interest provided for in said note, or any sum due under this mortgage, or breach of any covenant or agreement herein contained, then the entire debt secured by this mortgage shall, at the election of the Mortgagee, become immediately due and payable. Should the Mortgagors fail to pay any sum which they are required to pay, the Mortgagee may, without waiver of any remedy hereunder for such breach, make full or partial payment thereof, and the amount so paid with interest thereon at 10% per annum shall become immediately payable to the Mortgagee and shall be secured by this mortgage. Any payments made by the Mortgagors upon the indebtedness secured by this mortgage may be applied as the Mortgagee may elect either upon the amount which may be due upon said promissory note or upon any amount which may be due, under the provisions of this mortgage.

That the Mortgagors will keep all buildings thereon continuously insured against loss or damage by fire and such other hazards as the Mortgagee may specify to the extent of the amount due hereunder, in some responsible insurance company or companies satisfactory to the Mortgagee and for the protection of the latter, and that the Mortgagors will cause all insurance policies to be suitably endorsed and delivered to the Mortgagee, together with receipts showing payment of all premiums due therefor, and that the Mortgagors will keep no insurance on said building other than as stated herein. That it shall be optional with the Mortgagee to name the company or companies and the agents thereof by which the insurance shall be written, and to refuse acceptance of any policy offered, and to surrender and cause to be cancelled any policy which may be received or accepted and to place the insurance or cause the policies to be written, all at the cost, charge and expense of the Mortgagors; but in no event shall the Mortgagee be held responsible for failure to have any insurance written or for any loss or damage growing out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insured against. That the Mortgagee is authorized to compromise and settle any claims for insurance, and to receipt therefor on behalf both of the Mortgagors and their assigns and the Mortgagee.