

MONTGACK

THE MORTGAGORS, TON C. PEMBERTON and GERTRUDE A. PERGERTON, Husband and Wafes

hereinafter referred to us the mortgagor mirtiage to

the following described real property situate in the County of Skamonia , State of Washington:

All that portion of the Northeast Quarter of the Southwest Querrer(NEZ Swi) of Section 32. Township 2 North, Range 5 E.W.M., lying east of the North Fork and north of the East Fork of the Washougel River.

THE WITHIN DESCRIBED MORTGAGED PROPERTY IS NOT USE PRINCIPALLY FOR AGRICULTURAL OR FARMING PURPOSES.



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 THENTY FOUR THOUSAND THREE HUNDRED THIRTY ONE DOLLARS AND 10/100---(24,331.00) Dollars with interest from date notil paid, according to the terms of a certain promissory note bearing

The mortgagorgovenants and agrees with the mortgage 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 ther of 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 mortgagoralefault in any of the foregoing covenants or agreements, then the mortgagee may perfert 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 mortgager 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 feetion of the mortgagee become immediately due without notice, and this mortgage may be forcelosed.

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 mortgages may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgager agrees to pay a reasonable sum as attorney's fees and all cests and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be rectired hereby and included in any decree of foreclosure.

Dated at Comon, Woshington

this per/10, 1870 (SPAT.)

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