

84950

Real Estate Mortgage

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The Mortgagors Herbert L. Davismortgage to Old National Bank of Washington.the following described real estate situate in the County of Skamania, State of Washington, to-wit:

**The North half of the Northwest Quarter of the Northeast Quarter of the
Northeast Quarter of Section 3, Township 1 North, Range 5 E.W.M.**

together with all rents, issues and profits thereof, all plumbing, heating, gas and electric fixtures, watering and irrigating apparatus, and all fixtures whether attached or detached, now or hereafter belonging to or used in connection with the above described premises, and together with all waters and water rights of every kind and description and however evidenced or manifested, which now or hereafter may be appurtenant to said premises or any part thereof, or incident to the ownership thereof, or any part thereof, or used in connection therewith, and together with all interest in said premises that the mortgagors may hereafter acquire.

This mortgage is to secure the performance of the covenants and agreements hereinabove contained, and to secure the payment of the debt represented by the promissory note made by the mortgagors to the order of the mortgagee, of even date herewith, for the principal sum of **Six Thousand Ten & 00/100** Dollars to **6,010.00**,

with interest thereon from the date provided in said note. Said note is payable in **Seventy Two** installments of **One Hundred Seventeen & 49/100** Dollars to **117.49** commencing **September 1, 1977**.

All monies which become due and in default hereunder for any reason shall bear interest at the highest legal rate permitted by Law, and if no such interest is paid, the mortgagee may collect a late charge no less than 5 cents for each day or each payment more than 15 days in arrears to cover the extra expense involved in handling delinquent payments.

Each of the mortgagors covenants and agrees during the continuance of this mortgage, to pay all taxes and assessments levied or imposed upon said premises and upon this mortgage or upon the debt hereby secured, at least ten days before the maturity, not to damage or suffer waste or neglect to keep said buildings therein in good repair and reasonably secured against hazards of such types and in such amounts as the mortgagee may require, with a 10% payable clause in favor of the mortgagee.

Should the mortgagor be or become in default of any of the foregoing covenants or agreements, then the mortgagor may perform the same, and the mortgagor may pay any costs, costs of print, mail and attorney or his price or compensation, and all expenditures made by the mortgagor under any of the covenants or agreements herein, shall draw the highest rate of interest that may now lawfully be contracted for in writing, and all such expenditures shall be repayable by the mortgagor as aforesaid, together with interest thereon, shall be secured by this mortgage.

Time is of the essence of this mortgage, and if default be made in the payment of any of the sums hereby secured, or of the principal amount of any of the covenants or agreements herein contained, then, in any suit thereon, the plaintiff, in addition to unpaid principal, will be entitled to interest and all other indebtedness thereby accrued, until at the time of the final judgment, to recover immediately due without notice, and this mortgage may be foreclosed.

In any suit to foreclose this mortgage or for other remedy against one of the debtors herein, the mortgagor agrees to pay a reasonable sum for attorney's fees and all costs and expenses in connection with said suit, and further agrees to pay the expenses of securing records and stamping the title, and such sums shall be secured hereby and included in the terms of this mortgage.

The mortgagor covenants that the above-described real property is not used nor likely to be used for illegal or immoral purposes.

Dated the 15th day of August, 1977

Herbert L. Davis

State of Washington

County of Cowlitz

On this day personally appeared before me

Herbert L. Davis



to me known to be the individual so described in and who executed the within and foregoing instrument, acknowledged that he

signed the same of his own free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN under my hand and official seal this 13th day of August, 1977

Herb L. Davis
Notary Public in and for the State of Washington
Residing at *Renton*