

Satisfied Pg 485 BK H 5-29-09

mortgage in favor of Bank of Stevenson, for the amount of \$300. and interest which mortgage is recorded on page 150 of book "H" of Mortgages, records of the Auditor of Skamania County, Washington. together with all improvements and appurtenances whatsoever, now or hereafter upon or appurtenant thereto, also all homestead and exemption rights and interests whatsoever, now held or which may be hereafter acquired in or attached to said real estate, and also all possession, use, rents, issues and profits of said real estate, accruing after any default hereunder.

THIS CONVEYANCE is intended as a Mortgage of all and singular the above described property to secure the payment of a loan of Two hundred sixty four and 55/100 Dollars, according to the tenor and affect of a promissory note bearing even date herewith, numbered 1 made by Walter S. Young and Zenobia Young to the order of said Mortgagee, Note No. 1 being for 264.55, and payable 6 months after date hereof, with interest on each of said notes at 8 per cent. per annum, payable semi-annually, in U.S. gold coin of or equivalent to the present standard.

This conveyance is also intended in like manner to secure all costs, attorney's fees, insurance and advances which shall properly accrue, be allowed, or made hereunder together with interest thereon as herein provided, and also to secure performance of all the agreements herein contained.

If said notes and interest thereon shall be paid as provided therein, and if all the agreements herein contained shall be kept and performed, then these presents shall be void, but otherwise shall remain in full force and effect.

THE MORTGAGOR HEREBY AGREES (until full satisfaction of this Mortgage): To pay all taxes and assessments upon said property or upon this Mortgage or upon the notes or indebtedness secured hereby, at least ten days before delinquency, and also to pay all liens upon said property for labor or material within thirty days after the same shall be filed; To keep all buildings upon said premises insured against fire to the extent of Two hundred and fifty Dollars in a company or companies acceptable to and for the benefit of the Mortgagee; and to deliver the policies and renewals therefor to the Mortgagee; To keep all improvements upon said property in good condition and repair, and neither commit nor suffer any waste upon said property; That if default be made in any payment or agreement hereunder, the Mortgagee or any holder of any note secured hereby, may make advances therefor. The Mortgagee or any holder of any note secured hereby may also take any action and make any advances and pay, settle, compromise or litigate any lien or claim whatsoever, as in his or their discretion may seem necessary for the protection of said property or of any indebtedness secured hereby. All advances for any of said purposes with interest thereon at 8 per cent. per annum shall become part of the indebtedness secured hereby, without waiver of any right arising from any default hereunder, and such amounts with interest thereon shall be repaid before any application upon the notes secured hereby.

That if any default be made in the payment of any interest or principal as they severally become due, or in the performance of any agreement of this mortgage, then the note secured hereby shall, at the election of the holders thereof, become immediately due and payable without demand or notice (time being of the essence hereof), and this Mortgage may then be foreclosed according to law, and a receiver for said property, with usual powers, may be appointed without notice, forthwith upon the filing of the complaint or at any time thereafter.

That in any foreclosure of this Mortgage or action therefor, the Mortgagor will pay (in addition to the costs and fees allowed by statute) the sum of Twenty-five Dollars as Attorney's fees for the benefit of the plaintiff, which shall be a lien on said property, due and payable when action is commenced and enforceable in such action;

That in any foreclosure of this Mortgage, the Mortgagee shall be entitled to deficiency