

ELDON R. COMSTOCK ET UX TO ROSA B. MORGAN ET AL

THIS INDENTURE WITNESSETH, THAT ELDON R. COMSTOCK AND MAMIE COMSTOCK, HUSBAND AND WIFE, HEREINAFTER CALLED THE MORTGAGORS, FOR AND IN CONSIDERATION OF TWO HUNDRED (\$200.00) DOLLARS, DO BARGAIN, SELL AND CONVEY UNTO ROSA B. MORGAN AND H. O. FERGUSON, HEREINAFTER CALLED THE MORTGAGEES, THE FOLLOWING DESCRIBED PREMISES SITUATED IN SKAMANIA COUNTY, STATE OF WASHINGTON, TO-WIT:

THE WEST HALF (W $\frac{1}{2}$ ) OF LOT THREE (3) IN OREGON LUMBER COMPANY'S SUBDIVISION OF A PART OF SECTION FOURTEEN (14) IN TOWNSHIP THREE (3) NORTH OF RANGE NINE (9) EAST OF THE WILLAMETTE MERIDIAN, CONTAINING TEN (10) ACRES, MORE OR LESS, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE OFFICE OF THE RECORDER OF CONVEYANCES OF SAID SKAMANIA COUNTY, WASHINGTON, AND ALSO INCLUDING ALL WATER RIGHTS APPURTENANT TO SAID LAND.

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR IN ANYWISE APPERTAINING.

TO HAVE AND TO HOLD THE SAME, WITH THE APPURTENANCES, UNTO THE SAID MORTGAGEES, THEIR HEIRS, ASSIGNS OR LEGAL REPRESENTATIVES FOREVER.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF \$200.00 REPRESENTING A LOAN FROM THE SAID MORTGAGEES TO THE SAID MORTGAGORS, TOGETHER WITH THE INTEREST THEREON AND ALL FURTHER SUMS SECURED BY THIS MORTGAGE ACCORDING TO THE COVENANTS HEREINAFTER CONTAINED, AND THE TENOR AND EFFECT OF A CERTAIN PROMISSORY NOTE GIVEN FOR SAID SUM OF \$200.00 MADE BY SAID MORTGAGORS AND PAYABLE TO SAID MORTGAGEES, OF EVEN DATE WITH THIS MORTGAGE AND BEARING INTEREST AND FALLING DUE AS IN AND BY SAID NOTE PROVIDED.

NOW, SAID MORTGAGORS DO COVENANT AND AGREE WITH THE SAID MORTGAGEES THAT THEY WILL NOT SUFFER OR PERMIT SAID PREMISES TO BE OR TO BECOME SUBJECT TO ANY LIEN OR ENCUMBRANCE THAT SHALL HAVE PRECEDENCE OF THIS MORTGAGE; THAT THEY WILL PAY ALL TAXES AND ASSESSMENTS THAT MAY BE LEVIED OR ASSESSED UPON SAID PREMISES BEFORE THE SAME SHALL BECOME DELINQUENT.

NOW, IF THE SUMS OF MONEY TO BECOME DUE UPON SAID NOTE SHALL BE PAID ACCORDING TO THE AGREEMENT THEREIN EXPRESSED AND THE SAID MORTGAGORS SHALL IN ALL OTHER RESPECTS FULLY CARRY OUT AND COMPLY WITH THE COVENANTS HEREINBEFORE SET FORTH AND ENUMERATED, THIS CONVEYANCE SHALL BE VOID. BUT, IN CASE DEFAULT BE MADE IN THE PAYMENT OF THE PRINCIPAL OR THE INTEREST, OR ANY PART THEREOF, WHEN THE SAME SHALL BECOME DUE AND PAYABLE ACCORDING TO THE TERMS AND CONDITIONS THEREOF, OR IN THE PAYMENT OF SAID TAXES, OR IF THE MORTGAGORS IN ANY OTHER RESPECT SHALL FAIL TO COMPLY WITH ANY OF THE COVENANTS HEREINBEFORE SET FORTH, THEN THE MORTGAGEES, THEIR HEIRS, ASSIGNS OR LEGAL REPRESENTATIVES, AT ANY TIME THEREAFTER, MAY DECLARE THE WHOLE OF THE PRINCIPAL SUM, WITH ALL UNPAID INTEREST ACCRUED THEREON, TOGETHER WITH ALL SUMS, WHETHER FOR TAXES, INCUMBRANCES OR OTHERWISE, WITH INTEREST ACCRUED THEREON, PAID BY THE SAID MORTGAGEES UNDER ANY AGREEMENT CONTAINED IN THIS MORTGAGE OR TO PRESERVE THEIR SECURITY THEREUNDER, TO BE AT ONCE DUE AND PAYABLE AND, IN DEFAULT THEREOF, THIS MORTGAGE MAY BE FORECLOSED IN THE MANNER PRESCRIBED BY LAW TO COMPEL PAYMENT TO BE MADE IN THE FULL AMOUNT SO DECLARED DUE AND PAYABLE, TOGETHER WITH SUCH SUMS AS ATTORNEY'S FEES AS THE COURT MAY ADJUDGE REASONABLE, IN ADDITION TO THE COSTS AND DISBURSEMENTS ALLOWED BY THE CODE OF CIVIL PROCEDURE.

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