

FEDERAL FARM LOAN AMORTIZATION MORTGAGE

SKAMANIA COUNTY, WASHINGTON

15117

Know all men by these presents, That on this 1st day of August A. D. 1928,
 THE MORTGAGORS L. B. Johnston and Imelda M. Johnston, husband and wife and
 Roy H. Dobbs and Veta M. Dobbs, who is also known as Beta M. Dobbs, husband and wife,

mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation organized and existing under the Federal Farm Loan Act, approved July 17, 1916, hereinafter called the mortgagee, the following described real estate situate in the County of _____ Skamania, _____, State of Washington, to-wit:

Lot 1 and the Northwest Quarter of Section Sixteen, Township One North, Range Five, East of the Willamette Meridian, containing 188.5 acres.

Lot 1 of Section Seventeen and Lot 3 of Section Twenty, both in Township One North, Range Five, East of the Willamette Meridian, subject however, to a right heretofore retained by J. O. Wing across said land to reach shore lands in front thereof at such places as may be mutually agreed upon and subject also to the right of way of the S. P. & S. Ry. Co. as decreed to it by the Superior Court of Skamania County, Washington.

Also all shore lands situate, lying and being in front of, adjacent to or abutting upon that part of the Government meander line described as follows:

Commencing at the Government meander post between Section Sixteen and Section Seventeen, Township One North, Range Five, East of the Willamette Meridian, thence along the Government Meander line down stream to near the center of Section Twenty, Township One North, Range Five, East of the Willamette Meridian, being a total of 55 chains measured along the Government Meander line; subject however, to the fishing rights and privileges adjoining, adjacent to and along said shore lands and the right to cross and use said lands in such manner as not to conflict in any way with the construction and operation of a railroad thereon, all of said rights and privileges being heretofore retained for the use and benefit of J. O. Wing, his heirs, administrators and assigns, and subject also to the right of way of the S. P. & S. Ry. Co. as decreed to it by the Superior Court of Skamania County, Washington.

The North Half of the Southeast Quarter and the Southwest Quarter of the Southeast Quarter of Section Seventeen, Township One North, Range Five, East of the Willamette Meridian.

Except rights of way conveyed to State of Washington for roads.

Skamania County, Washington.

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Satisfied
Recorded Book 9 P
Jan 8, 1951
John C. Waack, C. Auditor
By E. J. Seal, Secy.

together with the tenements, hereditaments, rights, privileges and appurtenances, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooking, cooling, ventilating, elevating, watering and irrigating apparatus and fixtures, 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 of the rents, issues and profits of the mortgaged property.

This mortgage secures the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee of even date herewith, for the principal sum of Twelve Thousand Five Hundred _____ Dollars (\$ 12,500.00), with interest thereon from date until maturity at the rate of five per cent per annum, payable semi-annually on the whole of said principal sum from time to time remaining unpaid, both principal and interest being payable to the said mortgagee at its offices in the City of Spokane, State of Washington, on an amortization plan in installments as in the said promissory note provided: Said note maturing in 35 years from date hereof, and providing that at any payment period after five years from date hereof the holder es option shall have the privilege of paying \$25.00 or any multiple thereof, or the entire amount then due; and providing also for a reasonable attorney fee in addition to other costs in case of suit thereon.

Each of the mortgagors covenants that they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage said premises in the manner and form aforesaid, and that said premises are free from encumbrance, and each of the mortgagors shall and will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.

And each of the mortgagors further covenants and agrees:

To pay all debts and moneys secured hereby, when from any cause the same shall become due;

Not to permit or suffer any tax, assessment, or other lien or encumbrance prior to the lien of this mortgage, to exist at any time against said premises;

To procure and deliver to the mortgagee before any interest or penalty on any tax or assessment shall begin to run or accrue, the official receipt of the proper officer showing payment thereof;

Not to commit or suffer waste upon said premises, and to keep all orchards on said land properly irrigated, cultivated, sprayed and cared for;

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To complete all buildings in course of construction or about to be constructed thereon within a reasonable time ~~months~~ from the date hereof in accordance with the agreement heretofore made between the parties hereto;

To keep all buildings in good repair and unceasingly insured against loss or damage by fire in manner and form satisfactory to the mortgagee and in a company or companies to be approved by the mortgagee, ~~in a sum not less than~~ in such sum as shall be approved by the mortgagee; ~~Dollars, (\$-----);~~ to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee all insurance policies whatsoever affecting the mortgaged premises, with receipts showing payment in full of all premiums and charges affecting said policies, and covenants that all insurance whatsoever affecting the mortgaged premises shall be made payable in case of loss to the mortgagee, with a mortgage subrogation clause in favor of and satisfactory to the mortgagee. In case of payment of any policy or any part thereof, the amount so paid shall be applied either upon the indebtedness secured hereby or in rebuilding or restoring the premises, as the mortgagee may elect.

Should the mortgagors be or become in default in any of the foregoing covenants or agreements, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may perform the same, and all expenditures made by the mortgagee in so doing, or under any of the covenants or agreements herein, shall draw interest at the rate of 8 per cent per annum, and all such expenditures shall be repayable by the mortgagors without demand, and together with interest and costs accruing thereon, shall be secured by this mortgage; and the rights and duties of the parties covenanted for in this paragraph shall apply equally to any and all part payments or advances made by the mortgagee for any of the purposes herein referred to.

Time is material and 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 herein contained, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor, except by the written permission of said mortgagee given before said expenditure is made, then, in any such case, the balance of unpaid principal with accrued interest and all other indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option in case of any default, but such option shall be and remain continuously in full force and effect.

In any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

The rents, issues and profits of the mortgaged property, to and until the maturity of the indebtedness secured hereby, either by lapse of time or by reason of default of the mortgagors, shall belong to the mortgagors, but upon such maturity of said indebtedness for any cause, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and to collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors in interest of the mortgagee.

Unless the mortgagee, in writing, shall give its consent to the modification thereof all monies loaned to the mortgagor and secured by this mortgage shall be expended only for the purposes set out in the original application for this loan and said original application is hereby referred to and made a part of this mortgage.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the said Federal Farm Loan Act, and are subject to all the terms, conditions and provisions thereof, which Act is made a part hereof the same as if set out in full herein.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above ~~this~~ written.

(SEAL)

L. B. Johnston

Imelda M. Johnston

Roy H. Dobbs

Veta M. Dobbs

STATE OF WASHINGTON, }
County of Clark } ss.

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 10 day of Sept. 19 28, personally appeared before me L. B. Johnston and Imelda M. Johnston; husband and wife and Roy H. Dobbs and Veta M. Dobbs, who is also known as Beta M. Dobbs, to me known to be the individual s described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

O. F. Johnson

Notary Public in and for the State of Washington, residing at Camas.

My commission expires 5-2-1932

Filed for record at request of Raymond C. Sly on Sept. 12th, 1928 at 2:30 o'clock P. M., and recorded Sept. 17th, 1928.

G C C Henry County Auditor.
_____, Deputy.

The mortgagors, in order to qualify as borrowers from the mortgagee, have become, or are about to become, the owners of stock in a National Farm Loan Association, and hereby covenant and agree for themselves, their heirs and assigns, that any transfer by operation of law of the lands herein mortgaged shall operate as a transfer of the ownership of such stock to the successors in title to the mortgaged land.