

FEDERAL FARM LOAN AMORTIZATION MORTGAGE

SKAMANIA COUNTY, WASHINGTON

Amortization Mortgage FROM Joseph S. Lilly, et al

SHAW & BORDEN CO. 157255

TO The Federal Land Bank of Spokane

Federal Farm Loan Amortization Mortgage

THE MORTGAGORS KNOW ALL MEN BY THESE PRESENTS, That on this 1st day of October A. D. 1928, the mortgagors Joseph S. Lilly and Ida M. Lilly, husband and wife, Lyle D. Quick, a single man and Le Roy C. Quick, a single man,

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 situated in the County of Skamania, State of Washington, to-wit:

The Northeast Quarter and the North Half of the Southeast Quarter of Section Eight, in Township One North, Range Five, East of the Willamette Meridian, except tract sold to School District No. 12 as shown by deed recorded in Book "H" page 163 and except right of way of the Northwestern Electric Company as shown by deed recorded on page 583 of Volume N of Deeds.

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.

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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 Seventy-five Hundred Dollars (\$7500.00), 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 1/2 years from date hereof, and providing that at any payment period after five years from date hereof the maker at option shall have the privilege of paying \$5.00 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;

Partial release filed May 12, 1933.
Book 2 of mortgage page 212
Shaw & Borden Co. and

Followed recorded Aug. 25, 1937 in
Book 22 of mortgage page 127
Shaw & Borden Co. and

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To complete all buildings in course of construction or about to be constructed thereon within a reasonable time ~~month~~ 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 ~~any sum~~ in such sum as shall be approved by the mortgagee;

~~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 this the day and year first, above written.

(SEAL)

Joseph S. Lilly
Ida M. Lilly
Lyle D. Quick
Le Roy C. Quick

ITE 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 14th day of November, 1928, personally appeared before me Joseph S. Lilly and Ida M. Lilly, husband and wife, Lyle D. Quick, a single man to me known to be the individual 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)

L. J. Moody.
Notary Public in and for the State of Washington, residing at Washougal
My commission expires Aug. 4th 1930.

(SEAL)

Filed for record at request of Nov. N. R. C. Sly on Nov. 17th, 1928 at 11:45 o'clock o'clock M., and recorded 19

M. C. C. Hesser 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.