

KNOW ALL MEN BY THESE PRESENTS, That on this 1st day of April A. D. 1929,
THE MORTGAGORS Herbert Poser and Clara M. Poser, husband and wife,-----

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

Satisfied
Received Book Y.P. 452
December 28, 1950
John C. Waechter, Co. and
By E. O'Neal, exp

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

FEDERAL FARM LOAN AMORTIZATION MORTGAGE
SKAMANIA COUNTY, WASHINGTON

To complete all buildings in course of construction or about to be constructed thereon within a reasonable time 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~~ ~~()~~; 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 protest 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 10th day of May, 1929, written.

(SEAL)

the day and year first above
Herbert Poser
Clara M. Poser

STATE OF WASHINGTON, } ss.
County of Skamania

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 10th day of May, 1929, personally appeared before me Herbert Poser and Clara M. Poser, husband and wife, 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. Hiim
Notary Public in and for the State of Washington, residing at Washougal
My commission expires March 16-1931

Filed for record at request of R. C. Sly on May, 27th, 1929
at 2:30 o'clock P.M., and recorded May 28, 1929.

H. C. Chesser County Auditor.
Deputy.

The mortgagors, in order to qualify as borrowers from the mortgagee, have become, or 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.