

TOGETHER WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING OR APPERTAINING.

TO HAVE AND TO HOLD THE SAID PREMISES WITH THE APPURTENANCES UNTO THE SAID MORTGAGEE, HIS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS FOREVER.

THIS MORTGAGE IS INTENDED TO SECURE THE PAYMENT OF A PROMISSORY NOTE OF WHICH THE FOLLOWING IS A SUBSTANTIAL COPY:

\$2500.00

VANCOUVER, WASHINGTON MAY 12TH 1926

ON OR BEFORE JUNE 4, 1927 AFTER DATE WITHOUT GRACE, I PROMISE TO PAY TO THE ORDER OF C. T. MILES, OF PORTLAND, MULTNOMAH COUNTY OREGON AT HIS OFFICE TWENTY-FIVE HUNDRED AND NO/100 DOLLARS, IN GOLD COIN OF THE UNITED STATES OF AMERICA, OF THE PRESENT STANDARD VALUE, WITH INTEREST THEREON IN LIKE GOLD COIN AT THE RATE OF EIGHT PER CENT. PER ANNUM FROM DATE HEREOF UNTIL PAID, FOR VALUE RECEIVED. INTEREST TO BE PAID SEMI-ANNUALLY AND IF NOT SO PAID, THE WHOLE SUM OF BOTH PRINCIPAL AND INTEREST TO BECOME IMMEDIATELY DUE AND COLLECTIBLE, AT THE OPTION OF THE HOLDER OF THIS NOTE. AND IN CASE SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, I PROMISE AND AGREE TO PAY, IN ADDITION TO THE COSTS AND DISBURSEMENTS PROVIDED BY STATUTE, SUCH ADDITIONAL SUM IN LIKE GOLD COIN, AS THE COURT MAY ADJUDGE REASONABLE, FOR ATTORNEY'S FEES TO BE ALLOWED IN SAID SUIT OR ACTION.

COPY

No.....

E. H. WRIGHT

GUSSIE L. WRIGHT

AND THE SAID MORTGAGORS COVENANT TO AND WITH THE MORTGAGEE HIS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS, THAT THEY ARE LAWFULLY SEIZED IN FEE SIMPLE OF SAID PREMISES AND THEY HAVE A VALID, UNENCUMBERED TITLE THERETO AND WILL WARRANT AND FOREVER DEFEND THE SAME AGAINST ALL PERSONS; THAT THEY WILL PAY SAID NOTE, PRINCIPAL AND INTEREST, ACCORDING TO THE TERMS THEREOF; THAT WHILE ANY PART OF SAID NOTE REMAINS UNPAID THEY WILL PAY ALL TAXES, ASSESSMENTS AND OTHER CHARGES OF EVERY NATURE WHICH MAY BE LEVIED OR ASSESSED AGAINST SAID PROPERTY, OR THIS MORTGAGE OR THE NOTE ABOVE DESCRIBED, WHEN DUE AND PAYABLE AND BEFORE THE SAME MAY BECOME DELINQUENT; THAT THEY WILL PROMPTLY PAY AND SATISFY ANY AND ALL LIENS OR ENCUMBRANCES THAT ARE OR MAY BECOME LIENS ON THE PREMISES OR ANY PART THEREOF SUPERIOR TO THE LIEN OF THIS MORTGAGE; THAT THEY WILL KEEP THE BUILDINGS NOW ON OR WHICH MAY BE HEREAFTER ERECTED ON THE PREMISES INSURED IN FAVOR OF THE MORTGAGEE AGAINST LOSS OR DAMAGE BY FIRE IN THE SUM OF \$2500.00, IN SUCH COMPANY OR COMPANIES AS THE SAID MORTGAGEE MAY DESIGNATE, AND WILL HAVE ALL POLICIES OF INSURANCE ON SAID PROPERTY MADE PAYABLE TO THE MORTGAGEE AS HIS INTEREST MAY APPEAR AND WILL DELIVER ALL POLICIES OF INSURANCE ON SAID PREMISES TO THE SAID MORTGAGEE AS SOON AS INSURED; THAT THEY WILL KEEP THE BUILDINGS AND IMPROVEMENTS ON SAID PREMISES IN GOOD REPAIR AND WILL NOT COMMIT OR SUFFER ANY WASTE OF SAID PREMISES.

NOW, THEREFORE, IF SAID MORTGAGORS SHALL KEEP AND PERFORM THE COVENANTS HEREIN CONTAINED AND SHALL PAY SAID NOTE ACCORDING TO ITS TERMS, THIS CONVEYANCE SHALL BE VOID, BUT OTHERWISE SHALL REMAIN IN FULL FORCE AS A MORTGAGE TO SECURE THE PERFORMANCE OF ALL OF SAID COVENANTS AND THE PAYMENT OF SAID NOTE; IT BEING AGREED THAT A FAILURE TO PERFORM ANY COVENANT HEREIN, OR IF PROCEEDING OF ANY KIND BE TAKEN TO FORECLOSE ANY LIEN ON SAID PREMISES OR ANY PART THEREOF THE MORTGAGEE SHALL HAVE THE OPTION TO DECLARE THE WHOLE AMOUNT UNPAID ON SAID NOTE OR ON THIS MORTGAGE AT ONCE DUE AND PAYABLE, AND THIS MORTGAGE MAY BE FORECLOSED AT ANY TIME THEREAFTER.

*Released by Just Clem Duke
Recorded in Book W of deeds
Remade Nov 15-1924 -
McC. Hunt as auditor*