MORTGAGE RECORD S

SKAMANIA COUNTY, WASHINGTON

JONES EUREKA LEAF, PAT. FEB. 7, 190

belonging or appertaining. To have and to hold the same unto the said Mortgagee, his heirs and assigns forever; but as a mortgage to secure the payment of the several sums of money specified in the notes hereinafter mentioned, and the performance of the covenants and conditions herein, and according to the tenor and effect of the following described Promissory notes, being One Principal Note, six Interest Notes, to-wit:

One principal Note for forty-five hundred dollars, payable 1st Nov. 1932. One Interest Note for One hundred and thirty-five Dollars, payable 1st May, 1930. One Interest Note for One Hundred and thirty-five dollars, payable 1st Nov. 1930. One Interest Note for One Hundred and Thirty-five dollars, payable 1st May, 1931. One Interest Note for One Hundred and Thirty-five Dollars, payable 1st Nov. 1931. One Interest Note for One Hundred and Thirty-five Dollars, payable 1st May, 1932. One Interest Note for One Hundred and thirty-five Dollars, payable 1st Nov. 1932.

All of which Notes dated November 1st, 1929 are executed by John Bain and Sybil M. Bain the said Mortgages, on loan of forty-five hundred dollars, and are payable to the order of the said Mortgageeat Portland, Oregon in United States gold coin, with interest at the rate of six per cent. per annum after maturity.

AND the said Mortgagors, for themselves and for their heirs, and assigns, have commented and agreed, and do hereby covenant and agree, to and with the said Mortgagee, his heirs and assigns as follows:

- 1. That they will pay each and all of said notes promptly as they become due.
- 2. That this mortgage shall be deemed a mortgage of the rents and profits as well as of the real property above described. It is understood that, in the event of the default on the part of the Mortgagors in the payment of all or any of the moneys herein by the mortgagors agreed to be paid, or default in the performance of any or all of the conditions or obligations of this mortgage by the mortgagors assumed, then the mortgagee may immediately foreclose this mortgage.
- 3. That they will keep the improvements thereon in good repair, and will not permit any lien or liens to attach to said premises and will not do or permit any waste of the premises hereby montgaged.
- 4. That they have a valid and unincumbered title in fee simple to the said premises, and that they will warrant and defend the same against any and all claims whatsoever.
- 5. That they will pay all taxes and charges that my be assessed on said premises, and on this mortgage, and on the debt hereby secured, before they become dlinquent.
- 6. That they will keep the present buildings or any which may hereafter be erected on the said premises, insured against fire, to the extent of Eight Hundred Dollars, in some Fire Insurance Company to be named by the said Mortgagee, for the benefit of the said Mortgagee, and to deliver the policies and renewals thereof to the said Mortgagee; and should the said mortgagers fail to insure as herein provided, the said mortgagee may do so at the expense of said Mortgagors.
- 7. That in the event of a foreclosure of this mortgage, if the property hereby mort-gaged shall not upon a sale thereof realize sufficient to pay the amount due under the mort-gage, together with the costs and expenses of the suit or action, a deficiency judgment may be rendered against the Mortgagors for any unpaid balance.
- 8. That should the said mortgagors fail to make payment of any taxes, rates, water, or other assessments, insurance premiums, or other charges payable by them, the said Mortgagee may at his option, make payment thereof, and the amounts so paid, with interest at six per cent per annum, shall be added to and become a part of the debt secured by this mortgage, without waiver, however, of any rights arising from breach of any of these covenants.