

MORTGAGE RECORD S
SKAMANIA COUNTY WASHINGTON

45

TOWNSHIP 1 NORTH OF RANGE 5 EAST OF W. M. IN SKAMANIA COUNTY (THIS MORTGAGE IS SUBJECT ONLY TO A MORTGAGE OF \$2450.00 IN FAVOR OF F. N. HENION ON THE CLARKE COUNTY REAL PROPERTY) TOGETHER WITH THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERE-UNTO BELONGING OR APPERTAINING.

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

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

\$750.00

PORTLAND, OREGON, OCTOBER 27, 1926.

~~\$250.00 TO BE PAID WITH INTEREST ON OCT. 27, 1927~~ AFTER DATE, FOR VALUE RECEIVED
~~\$250.00 TO BE PAID WITH INTEREST ON OCT. 27, 1928~~ AFTER DATE, FOR VALUE RECEIVED
~~\$250.00 TO BE PAID WITH INTEREST ON OCT. 27, 1929~~

CEIVED, WE PROMISE TO PAY TO LAWRENCE MEISSNER OR ORDER AT HIS PORTLAND, ORE. OFFICE SEVEN HUNDRED AND FIFTY DOLLARS, AND INTEREST THEREON AT THE RATE OF 7 PER CENT PER ANNUM FROM DATE UNTIL PAID; ALL IN UNITED STATES GOLD COIN OF THE PRESENT STANDARD VALUE. INTEREST TO BE PAID 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 HEREOF. AND WE FURTHER AGREE TO PAY ALL TAXES WHICH MAY BE ASSESSED AGAINST THE HOLDER OF THIS NOTE ON ACCOUNT HEREOF. AND IF SUIT OR ACTION IS COMMENCED TO COLLECT THIS NOTE OR ANY PART HEREOF, WE PROMISE TO PAY SUCH FURTHER SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES IN SAID SUIT OR ACTION.

DAVID KELL

MARY KELL

AND 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 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 \$3200. IN SUCH COMPANY OR COMPANIES AS THE 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 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

Noted May 17, 1928
Book 5 page 263
J. C. Chas. County Auditor, by M. J. Payne - Deputy