

et ux #16428
LEROI L. SMITH/ to CLARKE CO. SAVINGS & LOAN ASS'N.

THE MORTGAGORS, Le Roi L. Smith and Kathryn E. Smith, husband and wife, mortgage to The Clarke County Savings & Loan Association, a Washington corporation, the following described real estate situated in Clark County, State of Washington, to-wit:

Lots 8, 9, 10, 11, 12, and 13 of Block Two (2) of Boyd's and Wilkinson's Addition to Carson, Washington, as shown by the duly recorded plat thereof.

together with the tenements, herditaments, 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 nor 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; to secure the payment of the sum of Five Hundred and Fifty and 00/100 Dollars (\$550.00) as principal and the interest thereon, as evidenced by a written contract of even date herewith, signed by the mortgagors, said principal and interest being payable at the main office of the mortgagee at Camas, Washington, in equal installments of Seventeen and 24/100 Dollars (\$17.24) on or before the 10th day of each and every month until paid, commencing with the month of June, 1930.

The mortgagors agree to pay, when due, all taxes and assessments levied upon said premises and to furnish to the mortgagee satisfactory evidence of the payment of the same not less than twenty days before the same shall become delinquent; to keep said premises free and clear of all liens and encumbrances; to complete all buildings in the course of construction or about to be constructed thereon within six months from the date hereof; to keep the buildings thereon in good repair and continuously insured in a company named by the mortgagee in a sum not less than \$550.00, which policy or policies of insurance shall be deposited with the mortgagee and contain the standard mortgage clause in favor of the mortgagee, its successors or assigns. The mortgagors hereby assigns and transfer to the mortgagee all right and interest in all policies of insurance carried upon said property, and in case of loss or damage to the property insured which is covered by said policies or any of them, the mortgagors hereby constitute and appoint the mortgagee as their agent to settle and adjust such loss or damage and apply the proceeds of so much thereof as may be necessary in the payment of such indebtedness.

In case the mortgagors shall fail to keep any of the foregoing covenants, the mortgagee at its option may carry out the same, and all expenditures made by it in so doing together with the interest thereon at the highest rate which may legally be contracted for, shall be repaid to it by the mortgagors on demand, and shall be secured by this mortgage.

Time is material and of the essence thereof, and if default be made in the payment of any of the installments of the debt hereby secured or in any of the covenants herein contained, or if any law shall be passed imposing on the mortgagee the payment of the whole or any part of the taxes or assessments which the mortgageor herein agree to pay, or if any court of competent jurisdiction shall render a decision that the mortgagors' undertaking hereunder to pay any and all of said taxes or assessments is legally inoperative, 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.

In any suit to foreclose this mortgage, or in any suit which the mortgagee finds it expedient to defend to protect the lien hereof, the mortgagors agree to pay a reasonable sum

*See satisfaction on page 363 Book
"U" of Maps recorded Apr. 8, 1938.
Mahler, Auditor*