

# MORTGAGE RECORD S

## SKAMANIA COUNTY, WASHINGTON

"PIONEER" INC., TACOMA-127882

JONES, BURKE, LEAF, PAT. FEB. 7, 1905

THIS INDENTURE IS FURTHER CONDITIONED UPON THE FAITHFUL OBSERVANCE BY THE MORTGAGORS OF THE FOLLOWING COVENANTS HEREBY EXPRESSLY ENTERED INTO BY THE MORTGAGORS, TO-WIT:

THAT THEY ARE LAWFULLY SEIZED OF SAID PREMISES, AND NOW HAVE A VALID AND UNINCUMBERED FEE SIMPLE TITLE THERETO, AND THAT THEY WILL FOREVER WARRANT AND DEFEND THE SAME AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER;

THAT THEY WILL FORTHWITH PAY ANY LIENS OR INCUMBRANCES NOW EXISTING UPON SAID PREMISES SUPERIOR TO THIS MORTGAGE;

THAT THEY WILL PAY THE SAID PROMISSORY NOTES AND ALL INSTALLMENTS OF INTEREST THEREON PROMPTLY AS THE SAME BECOME DUE, ACCORDING TO THE TENOR OF SAID NOTES;

THAT SO LONG AS THIS MORTGAGE SHALL REMAIN IN FORCE THEY WILL PAY ALL TAXES, ASSESSMENTS AND OTHER CHARGES OF EVERY NATURE WHICH MAY BE LEVIED OR ASSESSED UPON OR AGAINST THE SAID PREMISES WHEN DUE AND PAYABLE, ACCORDING TO LAW, AND BEFORE THE SAME BECOME DELINQUENT, AND WILL ALSO PAY ALL TAXES WHICH MAY BE LEVIED OR ASSESSED ON THIS MORTGAGE OR THE DEBT THEREBY SECURED, AND WILL PROMPTLY PAY AND SATISFY ANY MECHANIC'S LIENS OR OTHER LIENS OR ENCUMBRANCES THAT MIGHT BY OPERATION OF LAW OR OTHERWISE BECOME A LIEN UPON THE MORTGAGED PREMISES SUPERIOR TO THE LIEN OF THIS MORTGAGE. AND WILL DELIVER ALL RECEIPTS THEREFOR TO THE MORTGAGEE;

THAT THEY WILL KEEP ALL THE IMPROVEMENTS ERECTED ON SAID PREMISES IN GOOD ORDER AND REPAIR AND WILL NOT COMMIT OR SUFFER ANY WASTE OF THE PREMISES HEREBY MORTGAGED;

THAT THEY WILL INSURE AND KEEP INSURED THE BUILDINGS NOW OR HEREAFTER ON THE SAID PREMISES AGAINST DAMAGE OR LOSS BY FIRE FOR AT LEAST, TWELVE HUNDRED AND FIFTY - - - DOLLARS, IN SUCH COMPANY OR COMPANIES AS THE MORTGAGEE SHALL REQUIRE, FOR THE BENEFIT OF THE MORTGAGEE AS HIS INTEREST MAY APPEAR, AND THAT SUCH INSURANCE, TOGETHER WITH ALL OTHER INSURANCE ON SAID PREMISES, AND THE POLICIES EVIDENCING THE SAME SHALL BE DELIVERED AND MADE PAYABLE TO AND RETAINED BY THE MORTGAGEE, AND AT ANY TIME SAID MORTGAGEE MAY, AT THE EXPENSE OF THE MORTGAGORS, CANCEL AND SURRENDER ANY OR ALL OF SAID POLICIES AND SUBSTITUTE THEREFOR POLICIES FOR LIKE AMOUNT IN SUCH COMPANY OR COMPANIES AS IT MAY SELECT, AND IN CASE OF FORECLOSURE, THE MORTGAGORS WILL KEEP SAID INSURANCE IN FORCE, FOR THE BENEFIT OF THE PURCHASER AT FORECLOSURE SALE, UNTIL THE PERIOD OF REDEMPTION EXPIRES.

NOW, THEREFORE, IF THE SAID MORTGAGORS SHALL PAY SAID PROMISSORY NOTES, AND SHALL FULLY SATISFY AND COMPLY WITH THE COVENANTS HEREINBEFORE SET FORTH, THEN THIS CONVEYANCE SHALL BE VOID, BUT OTHERWISE TO REMAIN IN FULL FORCE AND VIRTUE AS A MORTGAGE TO SECURE THE PAYMENT OF SAID PROMISSORY NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND THE PERFORMANCE OF THE COVENANTS AND AGREEMENTS HEREIN CONTAINED; IT BEING AGREED THAT ANY FAILURE TO MAKE ANY OF THE PAYMENTS PROVIDED FOR IN SAID NOTE OR THIS MORTGAGE WHEN THE SAME SHALL BECOME DUE OR PAYABLE, OR TO PERFORM ANY AGREEMENT HEREIN CONTAINED, SHALL GIVE TO THE MORTGAGEE THE OPTION TO DECLARE THE WHOLE AMOUNT UNPAID ON SAID NOTES OR SECURED BY THIS MORTGAGE, AT ONCE DUE AND PAYABLE AND THIS MORTGAGE BY REASON THEREOF MAY BE FORECLOSED AT ANY TIME THEREAFTER. IF THE SAID MORTGAGORS SHALL FAIL TO PAY ANY TAXES OR OTHER CHARGES OR ANY LIEN OR INSURANCE PREMIUM AS HEREIN PROVIDED TO BE DONE, THE MORTGAGEE SHALL HAVE THE OPTION TO PAY THE SAME AND ANY PAYMENT SO MADE SHALL BE ADDED TO AND BECOME A PART OF THE DEBT SECURED BY THIS MORTGAGE, AND DRAW INTEREST AT THE RATE OF TEN PER CENT PER ANNUM, WITHOUT WAIVER, HOWEVER, OF ANY RIGHT ARISING FROM BREACH OR ANY OF THE COVENANTS HEREIN.