## MORTGAGE RECORD S

## SKAMANIA COUNTY, WASHINGTON

JONES EUREKA LEAF, PAT. FEB. 7, 1905

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 incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

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 so long as this mortgage shall remain in force they will keep the buildings now erected, or any which may hereafter be erected on said premises, insured against loss or damage by fire to the extent of \$\frac{3}{2}\$ in some Company or Companies acceptable to said mortgage and for the benefit of said mortgagee and will deliver the policies and renewals thereof to said mortgagee.

Now, Therefore, if the said mortgagors shall pay said promissory note, 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 due on said note, or unpaid thereon or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagers 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 of any of the covenants herein.

In case suit or action is commenced to foreclose this mortgage, the court may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

In the event of suit or action being instituted to foreclose this mortgage, the mortgagors their heirs and assigns shall pay such sum as the court shall consider reasonable as attorneys' fees for the benefit of the plaintiff, in addition to the costs and disbursements provided by statute.

In Witness Whereof, the said mortgagors have hereunto set their hands and seals the day and year first above written.

Executed in the presence of F. H. Drake
Mrs. Angle B. Burns.

Lester A. Burns (seal)
Blanche I. Burns (seal)

STATE OF OREGON ) ( s: COUNTY OF MULTNOMAH ) .

On this the 6th day of January A. D., 1931, personally appeared before me, a Notary

Public in and for said county and State, the within named Lester A. Burns and Blanche I.

Burns, husband and wife, to me personally known to be the identical persons described therein and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named. In Testimony Whereof, I