## MORTGAGE RECORD T

SKAMANIA COUNTY, WASHINGTON

(Notarial seal affixed)

H. G. Kurz Notary Public, residing at Spokane. My commission expires January 16, 1937.

Filed for record October 2, 1934 at 1-01 p.m. by Skamania County

Skamania Gounty Clerk-Auditor.

#19447

JOHNSON-COX COMPANY, PRINTERS, TACOMA- 42956

L. M. Root et ux to W. D. Root

This Mortgage, made September 19th, 1934 by L. M. Root and M. Ruth Root, husband and wife, hereinafter called Mortgagor, to W. D. Root, hereinafter called Mortgagee,

Witnesseth: That mortgagor hereby mortgages to Mortgagee the real property in the County of Skamania. State of Washington described as

Tax Lot 14, as per roll 1, page 110, line 28, otherwise described as Lot 20, Twp. 3 Range 8, Road Dist. 2, School Dist. 30, consisting of about 5 acres.

Tax Lot 13, as per roll 1, page 113, line 21, otherwise described as Lot 21, Twp. 3, Range 8, Road Dist. 2, School Dist. 30, consisting of about 10 acres.

including all buildings and improvements thereon (or that may hereafter be erected thereon); together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes, ditches and other rights thereunto belonging or in any wise now or hereafter appertaining thereto, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

For the purpose of securing:

First: Payment of the indebtedness evidenced by promissory note (and any renewal or extension thereof) in form as follows:

\$1000.00

Los Angêles, California, September 19th, 1934

Two (2) years after date for value received, we, jointly and severally promise to pay to W. D. Root or order, at Los Angeles, California the sum of One Thousand (\$1000.00) Dollars with interest thereon from date until paid, at the rate of five (5%) per cent. per annum, payable annually. Should interest not be so paid, it shall become part of the principal and thereafter bear like interest therewith. Should default be made in payment of interest when due, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest payable in United States gold coin. This note is secured by a mortgage upon real property.

L. M. Root M. Ruth Root

Second: Payment of attorney's fees, in a reasonable sum to be fixed by the Court and all costs and expenses in any action brought to foreclose this mortgage or any action or proceeding affecting the rights either of Mortgagor or Mortgagee in said real property, whether such action or proceeding progress to judgment or not; also such sums as Mortgagee may pay for examination of title to, or for surveying, the mortgaged property, all of which sums, including said attorney's fees, mortgagor agrees to pay, and the same are hereby declared a lien upon said property and are secured hereby.

Third: Performance of every obligation, covenant, promise or agreement herein contained, direct or conditional, and repayment as herein provided of all sums advanced or expended by mortgagee under the terms hereof.

A. 1. Mortgagor agree to pay, when due, all taxes, assessments and incumbrances, which are or appear to be liens upon said property or any part thereof, including taxes, is any levied under the law of said state, upon this mortgage or the debt secured hereby, and hereby waives all right to treat payment of such taxes as a payment on such debt or as being to any extent a discharge thereof; mortgagor ages agrees to keep said buildings insured against fire, to the amount required by, and in insurance companies satisfactory to mortgagee, and to assign the policies therefor to mortgagee; and promptly to pay and

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