

MORTGAGE RECORD T  
SKAMANIA COUNTY, WASHINGTON

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JOHNSON-COX COMPANY, PRINTERS, TACOMA— 42356

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 remain unpaid 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 \_\_\_\_\_ 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 \$10,000. 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 improvement 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 <sup>in</sup> 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 once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagors shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagors neglects to repay any sums so paid by the mortgagee. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note shall be included in the lien of this mortgage.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagors and of said mortgagee respectively.

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

Executed in the presence of  
Leland B. Shaw

Frank Birkenfeld (seal)  
Ruth Birkenfeld (seal)

STATE OF OREGON            )  
                                  ) ss  
COUNTY OF MULTNOMAH    )

Be it remembered, That on this 26th day of March, A. D. 1935 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Frank Birkenfeld and Ruth Birkenfeld who are known to me to be the identical in-