

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

509

JOHNSON-COX COMPANY, PRINTERS, YACOMA—42956

Stevenson upon three certain promissory notes as follows: One of which notes is in the principal sum of \$678.29, payable in monthly installments of \$18.85 and upon which there is now unpaid all the installments subsequent to the 10th day of August, 1935; One of which notes is for the principal sum of \$150.00, payable in monthly installments of \$4.20 upon which there is now unpaid all the installments subsequent to the 11th day of August, 1935; and the third note in the principal sum of \$150.00, dated July 10, 1935, payable ninety days after date, with interest at the rate of 10%; and

Whereas, the parties of the first part are the owners of the hereinafter described real property and desire to secure the payment of the said promissory notes and the installments thereon.

THREFORE, the parties of the first part covenant and agree as follows:

1. That the parties of the first part do hereby transfer, assign and setover to the party of the second part all rentals derived from the following described property, to-wit:

Lot Nineteen (19), Block Two (2), Bender's addition to the Town of North Bonneville, Skamania County, Washington,

not exceeding, however, the total sum of Forty and 00/100 (\$40.00) Dollars per month. It is understood, however, that the parties of the first part have heretofore assigned the rentals from the said property to F. G. Mauser as security and for application upon a lien claim held by the said F. G. Mauser and W. H. Frame and that the rentals herein provided shall not be payable until the claim upon which the assignment was made has been extinguished and the said assignment thereby cancelled, but shall immediately thereafter become payable in the manner herein provided to the party of the second part.

3. It is understood and agreed that this assignment is made as security for the payment of the notes aforesaid and shall continue in force and effect as a lien upon the real property above described so long as the said promissory notes remain unpaid and shall be binding upon the parties of the first part, their heirs, executors, administrators and assigns, to the intent and purpose that the party of the second part shall have and hold a lien upon said real property for the payment of the rentals aforesaid and as security for the payment of the said promissory notes and shall have the right to control and manage the said property so long as said notes, or any portion thereof, remain unpaid, for the purpose of leasing the same, or any part thereof, collecting the rentals therefrom and keeping the same in rentable condition.

4. The party of the second part shall have the right to pay all taxes, or other lawful assessments, which may become a lien against said property prior to the lien hereby created and deduct the same from the gross rentals received from said property.

IN TESTIMONY WHEREOF the parties of the first part have hereunto set their hands and seals this ____ day of October, 1935.

C. L. Gaither (Seal)

Nettie B. Gaither (Seal)

Virginia Gaither (Seal)

State of Washington,)
County of Skamania) ss

I, M. W. Beck, a Notary Public in and for said State, do hereby certify that on the 18 day of October, 1935, personally appeared before me C. L. Gaither and Nettie B. Gaither, husband and wife, and Virginia Gaither, a single woman, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

On assignment of this mortgage see page 296
Book "M" of Mortgage, Vol. 23, p. 296
Filed for record, 10/23/35