

MORTGAGE RECORD T

SKAMANIA COUNTY, WASHINGTON

#21741

A 23517

FARM MORTGAGE

Earl J. Cummins et ux to The Land Bank Commissioner

THIS MORTGAGE, Made this 1st day of October, 1935, by Earl J. Cummins and Lulu Cummins husband and wife, of Underwood in the County of Skamania, State of Washington, mortgagors, to the Land Bank Commissioner, acting pursuant to Part 3 of the Act of Congress known as the Emergency Farm Mortgage Act of 1933, at his office and place of business in the City of Spokane, State of Washington, mortgagee,

WITNESSETH: That in consideration of a loan to the mortgagors, evidenced as hereinafter described, the mortgagors hereby mortgage to the mortgagee the following described real property situated in the County of Skamania, State of Washington, to-wit:

The Southeast Quarter, and the Southeast Quarter of the Northeast Quarter of Section Nineteen (except therefrom the North 66 feet of the Northwest Quarter of said Southeast Quarter), in Township Three North, Range Ten, East of the Willamette Meridian.

Lot Six, the North Half of Lot Seven and the East Half of Lot Eleven of Seeley's Subdivision of the Southwest Quarter of Section Nineteen, Township Three North, Range Ten, East of the Willamette Meridian, according to the recorded plat thereof in the office of the County Auditor of Skamania County, Washington.

Together with all right, title or interest in and to the following described parcel of land: Beginning at a point on the Section line between Sections Eighteen and Seventeen, Township Three North, Range Ten, East of the Willamette Meridian, 66 2/3 rods South of the Northeast Corner of the Southeast Quarter of said Section Eighteen, thence running West 320 rods to the Township line between Ranges Nine and Ten, East of the Willamette Meridian, thence South on said Township line 93 1/3 rods to the Southwest Corner of said Section Eighteen, thence East on the Section line between Sections Eighteen and Nineteen to the Southeast Corner of said Section Eighteen, thence North along the Section line between Sections Eighteen and Seventeen a distance of 93 1/3 rods to the place of beginning, containing 186 2/3 acres, more or less, and all right, title or interest in the water, water rights, pipe lines, pipes, reservoirs, easements and rights of way appurtenant to or used in connection with any and all of the lands described herein in Sections Eighteen and Nineteen.

Subject to easements granted for County Roads and rights, if any, of Underwood Heights Congregational Church in one acre of land as reserved in deed recorded in Vol. V of deeds at pages 269 and 270, Records of Skamania County, Washington,

together with the tenements, hereditaments, rights, privileges and appurtenances, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooking, cooling, ventilating, elevating, watering and irrigating apparatus and fixtures, now or hereafter belonging to or used in connection with the above described premises; and together with all waters and water rights of every kind and description and however evidenced or manifested, which now or hereafter may be appurtenant to said premises or any part thereof, or incident to the ownership thereof, or any part thereof, or used in connection therewith; and together with all of the rents, issues and profits of the mortgaged property.

This mortgage is given as security for the performance of the covenants hereinafter contained and for payment to the mortgagee at his (the Commissioner's) office in the City of Spokane, State of Washington, of the debt evidenced by one promissory note executed by the mortgagors to the order of the mortgagee of even date herewith, for the principal sum of \$6000.00, together with interest thereon at the rate of five percent per annum from the date hereof until paid, payable semi-annually on the whole of said principal sum from time to time remaining unpaid; the principal sum being due in semi-annual installments of \$300.00 each, beginning on April 1st, 1939, the last of such installments being due on October 1st, 1948; the mortgagors having the privilege of paying at any time one or more installments of principal or the entire unpaid balance of said principal sum; said note providing for the payment of a reasonable attorney's fee in addition to other costs of suit thereon, and further providing that principal payments in addition to those therein contracted to be made shall operate to discharge the debt evidenced thereby at an earlier date and shall not reduce the amount or defer the due date of any installment of principal therein provided.

Each of the mortgagors covenants that they are lawfully seized of said premises in

Satisfied
B.K.W.
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