

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

do hereby covenant and agree with the Mortgagee as follows, to wit:

That the said premises are free and clear of all liens or incumbrances, except as herein stated, and to warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, except as herein stated.

To pay each and all sums secured hereby promptly as they become due and in event of sale on foreclosure of this mortgages, should the premise sell for less than the sum required to satisfy the entire claim and all costs, the deficiency shall stand as a judgment against the judgment debtor and be collectible in the manner provided by law.

So long as said debt remains unpaid in whole or in part to pay all taxes, assessments, liens and other charges that may be levied or assessed under the laws of Oregon upon or against the said premises, this mortgage and the debt secured hereby excepting income taxes ten days before they become delinquent, and to immediately pay off any lien having or which may have precedence of this mortgage except as herein stated.

To keep all the improvements erected and to be erected on said premises in good order and repair and to commit nor suffer no waste of the mortgaged premises.

To keep the present buildings upon, and any which may hereafter be erect<sup>ed</sup> upon said premises, insured against fire in a sum not less than \$500. for the benefit of the Mortgagee, and pay the premiums therefor, and deliver the policies and renewals thereof, with mortgagee clause attached and stamped "Premiums paid," unto the Mortgagee, promptly after the issuance thereof, and such policies and renewals and all other policies issued and hereafter to be issued covering said mortgaged property are hereby assigned to the Mortgagee as additional security the payment of all sums secured hereby and it shall be optional with the Mortgagee to name the company or companies and the agents thereof by which the insurance shall be written, and to refuse acceptance of any policy offered, and to surrender and cause to be cancelled any policy which may be received or accepted, and to place the insurance or cause the policies to be written, all at the cost, charge and expense of the Mortgagor; but in no event shall the Mortgagee be held responsible for failure to have any insurance written or for any loss or damage growing out of a defect in any policy, or growing out of the failure of any insurance company to pay for any loss or damage insured against, and in event there be two mortgages on the premises, it is hereby agreed that the holder of the first mortgage shall receive and retain the policies, but the loss shall be made payable to the several mortgagees as their interest may appear.

That should failure be made in the payment of any sum or charge payable hereunder, it shall be optional with the Mortgagee to make payment thereof, and the amounts so paid with interest thereon at the same rate as that borne by the debt secured hereby, in like United States Gold Coin shall be added to and become party of the debt secured by this mortgage and shall become immediately due and payable, and for such payment the premises hereinbefore described, as well as the covenantor, shall be bound to the same extent as bound for the payment of the debt hereby secured.

That should the Mortgagor fail to pay any part of said principal or of said interest as it becomes due, or any other sum due under this mortgage, or break any covenant herein contained, the entire debt secured by this mortgage shall at once become due and collectible if the Mortgagee so elect, and all notice of such election is hereby waived.

That in event suit or action is begun to foreclose this mortgage the covenantor shall pay, in addition to the costs and disbursements allowed by law such sum as the court may adjudge reasonable as an attorney's fee in such suit or action, and such sum as the court may adjudge reasonable for the necessary examination and search of the public records respect-