

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

irrigating apparatus and fixtures, now or hereafter belonging to or used in connection with the above described premises; and to ether 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 themortgaged 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 evidence by one promissory note executed by the mortgagors to the order of the mortgagee of even date herewith, for the principal sum of \$800.00, together with interest thereon at the rate of five per cent 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 \$40.00 each, beginning on January 1st, 1939, the last of such installments being due on July 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 princpal therein provided.

Each of the mortgagors covenants that they are lawfully seized of said premises in fee simple; have good right and lawful authority to convey and mortgage said premises in the manner and form as aforesaid, and that said premises are free from encumbrances, except as herein stated, and each of the mortgagors shall and will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof but shall run with the land.

And each of the mortgagors further covenants and agrees:

To pay all debts and money secured hereby, when from any cause the same shall become due;

Not to permit or suffer any lien or encumbrance except as hereinafter provided prior to thelien of this mortgagoe or any charge which may ripen into a lien against said premises to exist against the same;

To pay all taxes and assessments upon said premises and all sums becoming due under any prior encumbrances to which this mortgage is made junior as hereinafter provided before the same become delinquent and to procure and deliver to the mortgagee before any interest or penalty thereon shall begin to run or accrue, the official receipt of the proper officer or person showing payment thereof;

Not to permit the buildings on said premises to become vacant or unoccupied; not to remove or demolish or permit the removal or demolition of said buildings or improvements; not to cut or remove or permit the cutting or removal of timber from said premises except for domestic use; to maintain and cultivate the premises in a good and husband-like manner; to keep the orchards on said land properly irrigated, cultivated, sprayed and cared for; and not to commit or suffer waste of any kind whatsoever upon said premises;

To complete all buildings in course of construction, or about to be constructed thereon, within a reasonable time from the date hereof in accordance with the agreement heretofore made between the parties hereto;

To keep all buildings in good reapiir and unceasingly insured against loss or damage