

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

built-in mirrors, cupboards, cabinets and all other things of like or similar character, all trees, gardens and shrubs, shall be considered as, and in case of foreclosure of this mortgage, adjudicated to be, fixtures, and a part of the mortgaged property and shall pass to the purchaser at any execution sale resulting from a foreclosure of this mortgage; and in the absence of foreclosure, and during the life of this mortgage, none of such items shall be removed, or the value of usefulness in any way impaired by the mortgagors or their successors.

The mortgagors further agree that the loan secured by this mortgage, is made upon the personal integrity and character of the mortgagors, as well as upon the security that they offer, and that therefore they will not convey this mortgaged property or any interest therein without the consent of the mortgagee, and if any such conveyance is made that the purchaser or grantee will personally assume and agree to pay this debt.

Now if the mortgagors shall fail to pay any installment of principal or interest on this debt, or should they fail to perform strictly any of the other terms and conditions of this mortgage, or of the note evidencing the debt which is secured hereby, then the whole sum of both principal and interest shall become immediately due, without any notice

or election on the part of the mortgagee, and the mortgage may be immediately foreclosed and the property covered by this mortgage sold as provided by law; or, if the mortgagors shall fail to pay any installment of taxes or assessments, or if they fail to purchase and pay the premiums upon any policy of insurance, then the mortgagee may pay or advance such sums as may be necessary to pay such tax assessment or premium, and the amount so paid shall be added to the debt which is secured hereby.

The mortgagors further agree that should they default in the payment of principal or interest on the said debt, or should they otherwise fail in the strict performance of this contract, and any expense is incurred by the mortgagee in attorney's fees, abstracting, examining records, travel, or any other item of expense resulting from such default, then the mortgagors agree that such items of expense may be added to and become a part of the debt secured by this mortgage.

The mortgagors further agree that if they should fail to make the payments as herein provided, or should they fail to perform any other covenant or condition of this mortgage, and in case of a foreclosure action, they agree to pay, in addition to the principal and interest, then due on the debt secured hereby, and in addition to such items of expense as are above mentioned, such sum as the Court may adjudge reasonable as attorney's fees in such foreclosure action.

Further, in case of default it is agreed that the mortgagee may immediately take possession of the mortgage property in case it is vacant, or if occupied by a tenant, then the mortgagee may immediately collect and retain, to apply upon the debt, any and all accrued or accruing rentals, and this instrument shall be and it shall be construed to be an assignment of all such accrued or accruing rentals.

In case of default in the payment of any installment of principal or interest as provided herein or as provided in the note securing this debt, it is agreed that any

If any installment of principal or interest is not paid when due, then such overdue installment, or installments, shall draw interest at the rate of ten per cent per annum, until paid.

Dated this 5th day of January, A. D. 1938,

Signed, Sealed and Delivered in the Presence of:

John L. Harris (Seal)

Eliabeth Harris (Seal)