

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

#25601

M. W. Beck et ux to Oregon Automobile Insurance Co.

THIS INDENTURE, Made this 2nd day of May in the year One Thousand Nine Hundred and Thirty-eight, between M. W. Beck and Charlotte Ann Beck, husband and wife, as mortgagors, and Oregon Automobile Insurance Company, as mortgagee,

WITNESSETH, That the said mortgagors for and in consideration of the sum of Thirty-Five Hundred Dollars (\$3500.00) to them paid by the said mortgagee, do hereby grant, bargain, sell and convey unto the said mortgagee and assigns those certain premises situated in the County of Skamania and State of Washington and described as follows:

All that tract or parcel of land the northeast corner of which is situated at a point 30 feet west of the northeast corner of Lot Nine (9), Section One (1), Tp. Two (2) North, Range Seven (7) East of W. M. thence north 236 feet, thence east 251.3 feet to the place of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Thirty-five Hundred Dollars (\$3500.00) in accordance with the terms of that certain promissory note of which the following is substantially a copy, to-wit:

\$3500.00

May 2nd, 1938

For value received we promise to pay to the order of Oregon Automobile Insurance Company at Portland, Oregon Thirty-five Hundred DOLLARS in lawful money of the United States of America, with interest thereon in like lawful money at the rate of 5% per cent. per annum from date until paid, payable in monthly installments of not less than \$50.00 in any one payment, including the full amount of interest due on this note at time of payment of each installment. The first payment to be made on the 10th day of June, 1938, and a like payment on the 10th day of each month thereafter, until the whole sum, principal and interest, has been paid; if any of said installments are not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. In case suit or action is instituted to collect this note, or any portion thereof, we promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

Due _____, 19____

M. W. Beck
Charlotte Ann Beck

At Portland, Oregon.

No. _____

This indenture is further conditioned upon the faithful observance by the mortgagors of the following covenants hereby expressly entered into by the mortgagors, to-wit:

That they are lawfully seized of said premises, and now have a valid and unincumbered fee simple title thereto, and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That they will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force they will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanic's liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

That they will keep all the improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged;

Satisfied
BK V
Pg 603

See Oregon Automobile Insurance Co. modification of May 1938. Book 12 Page 116. Made by J. H. Anderson 1938.