

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

described as follows, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-Eight (28), Township Two (2) North of Range five (5) East of the Willamette Meridian, in Skamania County, Washington.

together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagees, their heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$1800.00      Portland, Oregon, June 10, 1938      One (1) year after date, for value received, I promise to pay to Benjamin Mattice and/or Lettie Mattice, husband and wife, or order at Portland, Oregon Eighteen Hundred and 00/100 Dollars, and interest thereon at the rate of six per cent per annum from date until paid; all in legal money of The United States. Interest to be paid quarterly and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder hereof. And I further agree to pay all taxes which may be assessed against the holder of this note on account hereof. And if suit or action is commenced to collect this note or any part hereof, I promise to pay in addition to the costs and disbursements provided by statute, such further sum as the Court may adjudge reasonable attorney's fees in said suit or action.

Arthur J. Balogh  
Margaret Balogh  
Ray F. Parker

And said mortgagors covenant to and with the mortgagees their heirs, executors, administrators and assigns, that they are lawfully seized in fee simple of said premises and have a valid, unencumbered title thereto and will warrant and forever defend the same against all persons; that they will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid they will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that they will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that they will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagees against loss or damage by fire in the sum of \$500.00 in such company or companies as the said mortgagees may designate, and will have all policies of insurance on said property made payable to the mortgagees as their interest may appear and will deliver all policies of insurance on said premises to the said mortgagees as soon as insured; that they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgagors shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if proceedings of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagees shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagors shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagees may at their option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as