

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

necessary in the payment of such indebtedness.

In case the mortgagors shall fail to keep any of the foregoing covenants, the mortgagee at its option may carry out the same, and all expenditures made by it in so doing, together with the interest thereon at the highest rate which may legally be contracted for, shall be repaid to it by the mortgagors on demand, and shall be secured by this mortgage.

Time is material and of the essence thereof, and if default be made in the payment of any of the installments of the debt hereby secured, or in any of the covenants herein contained or if any law shall be passed imposing on the mortgagee the payment of the whole or any part of the taxes or assessments which the mortgagor herein agree to pay, or if any court of competent jurisdiction shall render a decision that the mortgagors' undertaking hereunder to pay any and all of said taxes or assessments is legally inoperative, then, in any such case, the balance of unpaid principal with accrued interest and all other indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice, and this mortgage may be foreclosed.

In any suit to foreclose this mortgagge, or in any suit which the mortgagee finds it expedient to defend to protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and further agree to pay such reasonable costs of searching records and abstracting the same as may necessarily be incurred in foreclosing this mortgage or defending same, which sums shall be secured hereby and included in the decree of foreclosure.

In case of foreclosure, the mortgagors hereby expressly waive any claim of homestead and all right to possession of the premises during the period allowed by law for redemption.

The mortgagors consent to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors, and each shall inure to the benefit of any successors or interest of the mortgagee.

Dated this 7th day of July, A.D. 1938.

Executed and delivered in the Presence of

Troy L. Mansfield
Ellen Mansfield

STATE OF WASHINGTON)
County of Clark) ss.

THIS CERTIFIES, that on this 7th day of July A.D. 1938, before me, the undersigned, a Notary Public for said state, personally appeared the within name_ Troy L. Mansfield and Ellen Mansfield, husband and wife, to me known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(Notarial seal affixed)

Wm. A. Baz
Notary Public for the State of
Washington, residing at Camas.

Filed for record October 3, 1938 at 4-00 p.m. by Raymond C. Sly.

Mabel J. Osse.
Skamania County, Clerk-Auditor.

#26555

Jessie Pendleton to H. D. Klum, et ux

KNOW ALL MEN BY THESE PRESENTS, That Jessie Pendleton, do hereby certify and declare that a certain real Mortgage, bearing date the 1st day of Aug., 1936, made and executed by H. D. Klum and Frances P. Klum, to Jessie Pendleton, and recorded in the office of the