

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

All of Lots one (1), Two (2), Three (3), Four (4), Five (5), Six (6), Fifty-Four (54), Fifty-two (52), Fifty-three (53), Fifty-five (55), Fifty-six (56), Fifty-seven (57), Fifty-eight (58), Fifty-nine (59), and Sixty (60) of Washougal Riverside Tracts

as shown on the duly recorded plat thereof in Skamania County, Washington; also beginning at a point on the East Section Line of Sec. 6 Twp. 1 North Range 5 East of Willamette Meridian in Skamania County, Washington, said point being 184.65 feet southerly from the Northeast corner of Section 6 aforesaid and from said point running thence westerly along the southerly line of a 20 foot dedicated roadway in Washougal Riverside Tracts according to the duly recorded plat thereof to the easterly line of the property deeded to I. P. Irons and D. M. Irons, husband and wife, which deed is recorded in Book "U" of deeds at page 299 of the Deed Records of Skamania County, Washington; and from said point running thence southerly along the easterly line of the Irons property above mentioned to the center line of the Washougal River; thence following the center line or thread of said Washougal River easterly to the east line of section 6 aforesaid; thence northerly to the point of beginning, said tract containing 1.6 acres more or less; also beginning at the northwest corner of Section five (5), T Township one (1) North, Range five (5) East of the Willamette Meridian, running thence South 89°deg. 20 min. East along the Northerly section line of Section five (5) aforesaid 1042.0' to a point 300 feet at right angles from the center line or thread of the Washougal River; thence paralleling the said Washougal River South 15 deg. 06 min West 95.0 feet; thence South 34 deg. 30 min. West 180 feet; thence South 30 deg. 15 min. West 141.0 feet; thence South 49 deg. 10 min. West 190.0 feet; thence South 41 deg. 10 min. West 112.0 feet; thence South 56 deg. 50 min. West 270.0 feet; thence South 63 deg. 10 min. West 145 feet; thence South 66 deg. West 110 feet; thence South 59 deg. 20 min. West 152.0 feet; thence North 85 deg. 40 min. West 24.0 feet to the Westerly line of Section five (5) aforesaid; thence North 0 deg. 45 min. West 905.2 feet to the point of beginning, containing 14.2 acres more or less,

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 mortgagee, his 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:

\$1500.00

Portland, Oregon, December 8, 1938

One year after date, for value received, I promise to pay to the order of J.H. Kelley at 925 Yeon Building, Portland, Oregon, Fifteen Hundred and no/100 Dollars, in lawful money of the United States of America, with interest thereon in like lawful money at the rate of 6 per cent, per annum, from date until paid. 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 of this note. And in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

Josephine Martin Hattrem

And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest according to the terms thereof; that while any part of said note remains unpaid he 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 he will promptly pay and satisfy any and all liens or encumbrances that are or may become delinquent; ~~that he will promptly pay and satisfy any and all liens or encumbrances that are or may become delinquent~~ that he will promptly pay and satisfy any and all liens or encumbrances that are or may become delinquent on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$\_\_\_\_\_ in such company or companies as the mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance, on said premises to the mortgagee as soon as insured; that he 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 mortgagor 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