

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

described real estate, situate in the county of Skamania State of Washington to-wit:

Lot Three (3) in Block Three (3) of Bonnevista Addition to North Bonneville, Washington, according to the duly recorded plat thereof.

together with the tenements, hereditaments, rights, privileges and appurtenances, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooking, cooling, ventilating, elevating, watering and irrigating apparatus and fixtures, now or hereafter belonging to or used in connection with the above described premises; and together with all waters and water rights of every kind and description, however evidenced or manifested, which now or hereafter may be appurtenant to said premises or any part thereof, or incident to the ownership thereof, or any part thereof, or used in connection therewith; and together with all of the rents, issues and profits of the mortgaged property.

This instrument is intended as a mortgage to secure the performance of the covenants and agreements hereinafter containing, and the payment of the debt represented by one note, of even date herewith, made by the mortgagors to the order of the mortgagee, with interest as therein provided for, and due as follows:

One for \$855.00,	payable monthly as stated below,	19
One for \$	, payable on the	day of , 19
One for \$	, payable on the	day of , 19
One for \$	, payable on the	day of , 19
One for \$	, payable on the	day of , 19

Payable \$30.00 on the 15th day of each month, commencing on the 15th day of March, 1939.

The mortgagors covenants lawful seisin of said premises in fee simple, good right and lawful authority to convey and mortgage said premises in the manner and form aforesaid, that said premises are free from encumbrance, that they will WARRANT and DEFEND the same forever against the lawful claims and demands of all persons whomsoever, and that this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.

The mortgagors further covenant and agree:

To pay all debts and moneys secured hereby, when from any cause the same shall become due;

Not to permit or suffer any tax, assessment, or other lien or encumbrance prior to the lien of this mortgage, to exist<sup>at</sup> any time against said premises;

During the continuance of this mortgage to pay, before delinquency, so much of all taxes and assessments levied or imposed upon this mortgage and the debt hereby secured, or any part thereof, or upon the interest of the mortgagee in the mortgaged property, as shall not when added to the interest herein stipulated, exceed the amount of interest which may be lawfully stipulated--( But this covenant shall not apply to the federal income tax);

To procure and deliver to the mortgagee before any interest or penalty on any tax or assessment shall begin to run or accrue, the official receipt of the proper officer, showing payment thereof;

To use approved methods of preserving fertility of cultivated portions of said premises, and not to commit or suffer waste upon said premises; and not to cut or permit to be cut any of the timber upon said premises except such as may be necessary for ordinary family use;

To complete all buildings in course of construction or about to be constructed thereon within \_\_\_\_\_ months from the date hereof in accordance with the agreement heretofore made between the parties hereto;

Time is material and of the essence hereof and if default be made in the payment of any of the sums hereby secured or in the performance of any of the covenants herein contained, or if any court of competent jurisdiction shall render a decision that the mortga-