

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

gors undertaking hereunder to pay any or 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 note, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option in case of any default, but such option shall be and remain continuously in full force and effect.

In any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

The rents, issues and profits of the mortgaged property, to and until the maturity of the indebtedness secured hereby, either by lapse of time or by reason of default of the mortgagors, shall belong to the mortgagors, but upon maturity of said indebtedness for any cause, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and to collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises.

The mortgagors release and waive all rights under and by virtue of the homestead, stay, appraisal and exemption laws now in force or which may hereafter become laws.

The covenants and agreements herein are joint and several and if the mortgagors compose a community, are binding on such community and binding upon our, and each of our successors in interest, and shall inure to the benefit of any successors in interest of the mortgagee.

Signed, sealed and delivered
in the presence of us as witnesses:
R. M. Wright.

Henry P. Kramer (seal)

STATE OF WASHINGTON)
) ss
COUNTY OF SKAMANIA)

I, the undersigned, a Notary Public in and for the State of Washington do hereby certify that on this First day of March, 1939, personally appeared before me Henry P. Kramer to me known to be the individual described in and who executed and whose name subscribed to the within instrument, and acknowledged to me that he signed and sealed and executed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

R. M. Wright
Notary Public in and for the State of
Washington, residing at Stevenson.
My commission expires March 18, 1939.

Filed for record March 4, 1939 at 8-10 a.m. by Grantee.

Mabel J. Foster
Skamania County Auditor.