

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

State Highway No. 8 a distance of 200 ft. more or less to the point of beginning. Subject to easements for power lines to Northwestern Electric Co., Skamania Light & Power Co., and to Skamania Co-operative Telephone Association, situated in the County of Skamania, State of Washington.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the rents, issues and profits therefrom, and any and all fixtures now or at any time during the term of this mortgage upon said premises.

TO HAVE AND TO HOLD the above described premises with said appurtenances unto the Mortgagee, its successors and assigns forever.

And the Mortgagor does hereby covenant to and with the Mortgagee that he is lawfully seized in fee simple of said real property, and that he is the absolute owner of any personal property that may be hereinabove described or referred to, that said real and personal property is free and clear of and from all incumbrances, of every kind and nature whatsoever, and that he will warrant and forever defend the same against the lawful claims and demands of all persons whomsoever.

This conveyance is intended as a Mortgage to secure the performance of the covenants and agreements herein contained, to be by the Mortgagor kept and performed, and to secure the payment of the sum of Five Hundred Fifty & 61/100 (\$550.61) Dollars, loaned by the Mortgagee to the Mortgagor, with interest thereon at the rate of ___ per cent per annum, in accordance with the tenor of a promissory note, of which the following is a substantial copy:

MODERNIZATION CREDIT PLAN NOTE

\$550.61

Portland, Oregon,

March 30,

1937

For value received, I promise to pay to the order of the First National Bank of Portland, -at the Main Office Branch in the City of Portland, Oregon, the sum of Five Hundred Fifty & 61/100 Dollars, in 23 installments of not less than \$22.95 in any one payment. The first installment shall be paid on the 30th day of April, 1937, and a like installment on the 30th day of each month thereafter until the 30th day of March, 1939, at which time the entire balance then owing shall be paid. If any of said installments are not so paid at the time and in the manner ^{herein} provided, the whole sum then owing shall, at the option of the holder of this note, become immediately due and payable. If any installment shall be in arrears for more than fifteen days, I promise to pay the further sum of five per cent of the amount of such delinquent installments, but not to exceed \$5.00 for any one such late payment, to cover the expenses, other than legal expenses, in connection therewith, whether or not the option hereinabove mentioned is exercised. If suit or action is instituted to collect this note, or any portion thereof, I promise to pay such sum as the Court may adjudge reasonable as attorney's fees in such suit or action, which shall be in addition to the costs and expenses provided by statute and the delinquency charge hereinabove required to be paid.

(sgd) F. Herbert Wilson

No. _____
Due _____
Address _____

(Sgd) Violet Wilson

NOW, THEREFORE, these presents are upon the express conditions that if the Mortgagor shall pay to the Mortgagee, its successors or assigns, the sum of money hereinabove mentioned, with interest thereon according to the tenor and effect of the promissory note hereinabove described, or any renewals or extensions thereof, and shall keep and perform all and singular the covenants and agreements herein contained for the Mortgagor to keep and perform, strictly in accordance with the terms hereof, then these presents shall cease and be void, but otherwise shall remain in full force and effect and may be foreclosed according to law.

And the Mortgagor does hereby covenant and agree to and with the Mortgagee, its successors and assigns, as follows:

FIRST. That he will pay the indebtedness evidenced by the promissory note or notes hereinabove described, promptly as the same become due, according to the tenor thereof, and if default be made in the payment of said promissory note or notes, or any of them,