

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

#23940

Donald J. McCook et ux to Benj. Franklin Sav. & Loan Ass'n.

THIS AGREEMENT, WITNESSETH, That for value received Donald J. McCook and Mary Louise McCook, husband and wife, hereinafter called the Mortgagors, hereby grant, bargain, sell and convey unto the Benj. Franklin Federal Savings and Loan Association of Portland, (Oregon), a corporation organized and existing under Act of Congress of the United States of America, known as Home Owners' Loan Act of 1933, hereinafter called the Mortgagee, the following described real estate, situated in the County of Skamania and State of Washington, to-wit:

In the County of Skamania, and in the State of Washington, Lot Four (4) of Section Six (6) in Township One (1) North of Range Six (6) East of the Willamette Meridian, containing according to the United States Government Survey 58.75 acres less the amount and subject to the land taken and appropriated by the Spokane, Portland and Seattle Railway Company, a corporation for their railway right of way and also subject to the right of way of the Northwestern Electric Company for its electric transmission lines, in accordance with the deed recorded in the book "O" on page 233 and also subject to the right of Skamania County for a road as conveyed by deed recorded in the book "I" on page 159, records of Skamania County. Also that piece of real estate described as follows: Beginning at the Northeast corner of the Southeast Quarter of the Southeast quarter (same being a lot containing thirty-six acres) thence west 362 feet, thence South 376 feet thence North 87 deg. 25' East along right of way of Spokane, Portland and Seattle railroad 363 feet, thence North 349 feet to place of beginning, containing 3 1/7 acres, more or less, according to the above survey. Above described property being in Section 1, Township 1, North Range five, East Willamette Meridian;

with the appurtenances, tenements and hereditaments, together with all interest therein that the mortgagors may hereafter acquire; together with the fixtures, equipment and flora hereinafter mentioned; which premises the mortgagors hereby covenant they own in fee simple, and title to which they hereby agree to warrant and defend.

This conveyance is given as a mortgage to secure the payment of Sixty-five hundred and no/100 Dollars, with interest from date until paid, said principal and interest payable as specified in a promissory note in favor of the mortgagee, executed and delivered by the mortgagors for value received, and bearing even date herewith and the performance by them of the covenants and conditions herein contained. Provided the minimum installments of principal and interest shall be paid on said note according to its terms, the maturity of the last installment owing thereon is on or before April 14th, 1947.

The mortgagors agree to pay when due, and before delinquency, the said note, principal and interest, and all other sums required thereby, according to the terms thereof; also to pay all taxes and assessments and other governmental levies and charges now existing and/or hereafter levied upon said premises; to make no sale of said property, and to keep the same at all times free from all incumbrances, (whether prior or inferior to the lien of this mortgage), unless, in either case, the written consent therefore of the mortgagee is first had and obtained; to complete all buildings in course of construction or hereafter constructed on said premises, within six months from the date hereof or the date hereof or the date construction is hereafter commenced; to suffer or permit no laws or ordinances to be violated thereon at any time; to obey all conditions and restrictions of record, including zoning laws and ordinances, relating to the use of said property; to suffer or permit no building now or hereafter erected upon said premises to be removed therefrom, or demolished; to suffer or commit no waste thereon; to make no addition to, changes or alteration in any building now erected on or which may hereafter be erected on said premises, without the written consent of the mortgagee, and to maintain all buildings now thereon and hereafter erected thereon, in good condition and repair, and continuously insured in a company named by the mortgagee, in a sum not less than \$6500.00, with loss payable to the mortgagee as its interest may appear, all policies of insurance to be prepaid by the mortgagors, and delivered to the mortgagee before such policies go into effect. Said mortgagee is hereby irrevocably appointed attorney-in-fact for said mortgagors, to make proof of loss or damage under said policies, and adjust, sue for or compromise any claim thereunder, to collect all receipts therefrom and apply the same on this mortgage,

See Book "U" of Mgs. pg. 326 recorded
May 31, 1938 for satisfaction
Mortgage, Skamania Co. Auditor