

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

ing on the mortgagee the payment of the whole or any part of the taxes which the mortgagors herein agree to pay, or if any court of competent jurisdiction shall render a decree that the undertaking of the mortgagors to pay any and all taxes herein required of them is legally inoperative, or in case the mortgagors or either of them are adjudged bankrupt, or in case said premises are attached, or the rentals therefrom garnisheed, or suit or action is commenced to foreclose a lien thereon, whether superior or junior to the lien of this mortgage, then, in such or any of such cases, the balance of unpaid principal with accrued interest and all other indebtedness hereby secured, shall at the mortgagee's election become immediately due and payable, without notice, and this mortgage may be foreclosed at any time thereafter in the manner provided by law.

In any suit to foreclose this mortgage, or any suit which the mortgagee may find it expedient to prosecute or defend to protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees in addition to costs and disbursements allowed, by law, and further agree to pay the reasonable cost of abstract extensions and/or title reports relating to said property, as may necessarily be incurred in foreclosing this mortgage or defending and protecting same, which sums shall be secured hereby and included in the decree of foreclosure. Said mortgagors further agree that the court may in the event of such foreclosure, or of any other suit involving said premises while this mortgage is in force, appoint a receiver to take charge of said property, care for same, and collect the rents and profits, and apply the same to the cost of receivership, and the balance on the amount due under this mortgage.

In case of foreclosure, the mortgagors hereby expressly waive any claim of homestead and all right of possession of the premises during the period allowed by law for redemption.

No sale of said mortgaged premises by the mortgagors, nor any extension of the time for payment of the debt, or any portion thereof, nor any other forbearance or indulgence by the mortgagee, shall operate to release, discharge, modify, change or affect in any way the original liability of the mortgagors hereunder, or the note^{hereby} secured.

Each and all the covenants and agreements herein contained on the part of either party hereto to be kept and performed, shall apply to and bind the respective successors and assigns, and heirs, executors, administrators and assigns of the parties hereto. If only one person executes this mortgage it shall read as if written mortgagor, and the accompanying verb and pronouns applicable thereto shall read as if written in singular form.

The mortgagors consent to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of said property, on foreclosure.

Dated this 14th day of April, A.D. 1937.

Signed, Sealed and Delivered in the Presence of:

Donald McCook (Seal)

Mary Louise McCook (Seal)

STATE OF OREGON)
County of Multnomah) ss.

THIS CERTIFIES, That on this 14th day of April, A.D. 1937 before me, the undersigned, a Notary Public for said State, personally appeared the within named Donald J. McCook and Mary Louise McCook, husband and wife, known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the purposes therein expressed.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.