

MORTGAGE RECORD U  
SKAMANIA COUNTY, WASHINGTON

617

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, issue 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.

Lee C. Ziniker

STATE OF WASHINGTON )  
County of Skamania ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that on this 19th day of December 1939, personally appeared before me Lee C. Ziniker, a bachelor, to me known to be the individual described in and who executed and whose name is 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)

C. C. Calavan  
Notary Public, residing at Vancouver  
My commission expires May 1, 1942.

Filed for record December 21, 1939 at 3-40 p.m. by Raymond C. Sly.

*Mabel J. Rose*  
Skamania County Auditor.

#28261

O. P. Lewellen et ux to National Bank of Commerce.

MORTGAGE

THIS INDENTURE made and entered into this 20th day of December, 1939 by and between O. P. Lewellen and Alice Lewellen, his wife, of Woodland, Cowlitz County, Washington, parties of the first part, and National Bank of Commerce of Seattle, a corporation, party of the second part, WITNESSETH:

That the said parties of the first part for and in consideration of the sum of Twenty-five Thousand and No/100 Dollars, lawful money of the United States, to them in hand paid by party of the second part, the receipt of which is hereby acknowledged do by these presents grant, bargain, sell, convey and warrant unto party of the second part and to its successors and assigns all the standing and fallen mercantible timber upon the following described tracts and parcels of land situated, lying and