

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

#24043

Elder W. Dietderich et ux to Perham Fruit Co.

THIS INDENTURE WITNESSETH, That Elder W. Dietderich and E. Estelle Dietderich, husband and wife parties of the first part, for and in consideration of the sum of seven-hundred fifty and no/100-----Dollars in gold coin of the United States of America, to them in hand paid by Perham Fruit Company a Washington corporation party of the second part, have GRANTED, BARGAINED and SOLD, and by these presents do Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to its successors and assigns, the following described premises, situate, lying and being in the County of Skamania, State of Washington, to-wit: All of the West half ($W\frac{1}{2}$), of the East half ($E\frac{1}{2}$) of the South East quarter ($SE\frac{1}{4}$), of the South East quarter ($SE\frac{1}{4}$), of section twenty-four (24), township three (3), North of Range nine (9), EWM containing ten acres, more or less.

TO HAVE AND TO HOLD, The said premises, with all their appurtenances, unto the said party of the second part, and to its successors and assigns forever; and the said parties of the first part, for themselves and their heirs, executors and administrators, do hereby covenant to and with the said party of the second part, its successors and assigns, that they are the owners in fee simple of said premises, that the same are free from all encumbrances, and that they will WARRANT and DEFEND the title thereto against all lawful claims whatsoever.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE, and is given to secure the payment of Seven hundred fifty and no/100--Dollars, together with interest thereon at the rate of six per cent per annum from date until paid, payable annually, according to the terms of three certain promissory notes bearing date May-4th, 1937, made by Elder W. Dietderich and E. Estelle Dietderich payable one note \$250.00 on or before April 1, 1938 with interest payable at maturity one note \$250.00 on or before April 1, 1939 with interest payable annually one note \$250.00 on or before April 1, 1940 with interest payable annually to the order of Perham Fruit Company.

Said parties of the first part hereby agree to procure and maintain at all times, until the debt and moneys hereby secured are fully paid, insurance on the buildings erected, and which may hereafter be erected, upon the above described premises, in some reliable fire insurance company approved by said party of the second part, to the amount of at least \$-----, with loss, if any, payable to the party of the second part or its assigns, which policy or policies shall be delivered to, and held by, said party of the second part, or its assigns, as additional security for the payment of the debt and moneys hereby secured.

Said parties of the first part hereby agree to keep the buildings, fences and other improvements upon said premises in as good condition and repair as the same are now in or may be put into during the continuance of the lien of this mortgage, and shall not commit or permit any waste on said premises until the moneys and debt hereby secured are fully paid.

Said parties of the first part hereby agree to pay and extinguish all taxes, assessments and other public charges which may be levied, assessed or charged upon said premises, or upon this mortgage or the notes hereby secured, prior to such assessment or public charges becoming delinquent, and, also, to pay and discharge all prior liens, claims, adverse title or encumbrances on said premises, so that this mortgage shall be and remain a first lien thereon until the debt and moneys hereby secured are fully paid.

Said parties of the first part hereby agree that in the event they shall fail or neglect to procure and maintain insurance upon said buildings, and make such repairs, and pay and discharge all taxes, assessments and other public charges which may be levied,

Satisfied

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