

#29154

T. A. Bayless et ux to Equitable Savings &amp; Loan Association.

*Satisfied*  
*BK W*  
*pg 596*

THE MORTGAGORS, T. A. BAYLESS AND LYDA JANE BAYLESS, husband and wife mortgage to the EQUITABLE SAVINGS AND LOAN ASSOCIATION, an Oregon corporation, mortgagee, the following described real estate: Commencing at a point thirty (30) feet South and three hundred sixty (360) feet West of the Northeast corner of Lot numbered nine (9) of Section One (1) Township two (2) North Range seven (7) East of Willamette Meridian; thence South two hundred thirty-six (236) feet; thence East fifty (50) feet; thence North two hundred thirty-six (236) feet; thence West fifty (50) feet to the place of beginning, in the City of Stevenson, County of Skamania, State of Washington, with the appurtenances, tenements, hereditaments, easements, rents, issues, water rights and other rights or privileges now or hereafter belonging to or used in connection with the above described premises and all plumbing, lighting, heating, ventilating equipment, fixtures and appurtenances, water system or systems for domestic use or irrigation purposes, and all property now or hereafter attached to or used in connection with the above described premises, such as gas or electric fixtures, window shades, shutters, awnings, window screens, screen doors, plumbing fixtures, heaters, boilers, heating and air conditioning units and fixtures, oil burners, tanks and all other attachments thereof, shrubbery and trees in and about the premises, whether the same be attached to said premises by means of screws, bolts, pipe connection, machinery or in any other manner, together with all interest therein that the mortgagors may acquire; to secure the payment of \$2500.00, and interest thereon, as evidenced by a certain promissory note of even date herewith signed by the mortgagors and payable at the office of the mortgagee at Portland, Oregon, in 120 equal monthly payments commencing with August 11th, 1940; and the due date of the last such monthly payment shall be the due date of this mortgage.

The mortgagors covenant that they are the owners in fee simple of said real estate and entitled to possession thereof, that it is free from encumbrances and that they will pay said note according to the terms thereof and will pay when due all taxes and assessments and other charges levied upon the above described real property, including personal property taxes and any taxes which may be levied upon this mortgage and/or debt or evidence thereof hereby secured, and the interest or income therefrom; to keep the same free from all encumbrances including those of record, whether legal or otherwise; to complete all buildings in course of construction or to be constructed thereon within six (6) months from the date hereof; to keep all buildings in good repair and continuously insured to the satisfaction of the mortgagee and in a sum not less than \$2500.00, all policies of insurance with premiums paid and with mortgage clause in favor of the mortgagee attached to be delivered to the mortgagee and to be in companies named by it and in accordance with the loan application, which is hereby referred to; to pay all premiums upon any life insurance policy which may be held by the mortgagee as additional security for the debt herein referred to. Should the mortgagors fail to keep any of the foregoing covenants, then the mortgagee may at its option carry out the same and all its expenditures therefore shall draw interest until repaid at the rate of eight (8) per cent per annum, be repayable by the mortgagors on demand and shall be secured by this mortgage, and the mortgagee may at its option sue to collect all or any part of the aforementioned expenditures without foreclosing its mortgage and without affecting its right to foreclose its mortgage at any future time. If on December twentieth of any year there are any unpaid taxes upon the above described real property, the mortgagors agree to pay monthly on the fifteenth day of each month thereafter an additional payment equal to one-twelfth of such unpaid taxes. In the event of sale of the above described real property or any part thereof, the mortgagee may without notice to the mortgagors deal with such successor