

(5%) per cent. per annum from this date until paid; and also to pay all taxes and assessments which may be assessed or levied to or against the Mortgagee, its successors or assigns, on account of said indebtedness; all according to the terms of a certain promissory note given for said indebtedness, of which the following is a copy, to-wit:

\$700.00

Portland, Oregon, August 15th, 1940.

For Value Received, I promise to pay to THE OREGON IRON AND STEEL COMPANY, an Oregon corporation, or order, at its office at Portland, Oregon, SEVEN HUNDRED AND NO/100 DOLLARS, in Gold Coin of the United States of America, of the present standard of weight and fineness or its equivalent in authorized United States Legal tender; with interest thereon in like Gold Coin or legal tender, at the rate of five (5%) per cent per annum from date until paid, said principal to be payable in monthly instalments of not less than Five and no/100 (\$5.00) Dollars for the first consecutive twelve (12) months hereafter, the first of said \$5.00 monthly payments to be made on or before September 15th, 1940, and the last thereof on or before August 15th, 1941; and not less than Ten (\$10.00) Dollars per month beginning on or before September 15th, 1941, with a like payment on or before the 15th day of each and every consecutive month thereafter, until the full sum of principal and interest has been paid, the full amount of interest due on this note at the time of payment of each instalment to be paid in addition to such instalment.

The maker agrees to pay all taxes which may be assessed or chargeable against this note and the debt evidenced hereby, and the holder hereof, by reason of this note.

This note is secured by a mortgage of even date herewith, executed and delivered by the makers hereof in favor of the payee herein, conveying certain real property therein described, the terms of which mortgage are made a part hereof.

It is hereby agreed that if default be made in the payment of any part of said principal or instalments, or of the interest on this note or any part thereof, or if the maker hereof shall fail to keep and perform any of the covenants and agreements contained in the said instrument securing this note, then, at the option of the holder of this note, the principal sum, together with all unpaid instalments and all unpaid interest, shall at once become due and collectible, without notice, time being of the essence of this contract, and said sums shall bear interest from the date of such default at the rate of eight per cent per annum until paid. And it is also agreed that in case suit or action is instituted to collect this note or any portion thereof, the maker of this note shall pay such additional sum as the court may adjudge reasonable as attorney's fees in such suit or action.

This contract is in all respects to be construed and enforced according to the laws of Oregon.

(Sd.) Paul D. Sullivan

(Sd.) Mary Sullivan

NOW, THEREFORE, in consideration of said indebtedness, and for the purpose of securing the payment of the said several sums of money named in said note, and the faithful performance of all the covenants herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee, its successors and assigns forever, all of the following described real property, situate in the County of Skamania and State of Washington to-wit:

Lots numbered Five (5), Six (6) and Seven (7) in Block "A" of the Town of Prindle, as shown by the official plat of said town now on file and of record in the office of the County Auditor of said Skamania County, Washington;

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the Mortgagee and its successors and assigns forever.

But as a mortgage to secure the payment of said several sums of money specified in said note hereinbefore mentioned, and the performance of the covenants and conditions herein contained.

And the Mortgagor covenants that he is the owner in fee simple of said real property; that it is free from all incumbrances; that he will pay all of said sums of money, the principal and interest, specified in said note at the times therein designated, and all of the taxes and assessments which may be assessed or levied against the Mortgagee, its successors or assigns, on account of said note or this mortgage, and all taxes and assessments which may be lawfully levied upon or against said real property, when the same shall become due and payable, and not later than ten days before the same shall become delinquent; that he will keep said real property free and clear from any and all liens which shall or may have precedence of the lien of this mortgage; and that he will keep the buildings erected and to be erected upon said real property insured against loss by fire, in the sum of the full in-

See Oregon mortgage - Jan 12 - 1941
Book 18 Page 48
Inscribed by County Auditor