

The SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  Sec. 23; Twp. 4, N R 7 EWM except the tract conveyed to Pearl Jorg and William Jorg by deed recorded June 17, 1939 in Book 27, Page 438, Deed records, Skamania County, Washington, and which tract is described as follows:

Beginning at the  $\frac{1}{4}$  corner on the W side of Sec. 23, Twp. 4, N. R. 7 EWM and running thence E 309 feet to the center of Soda Springs Road; thence S 20° 00' E 17 feet along center of said road; thence S 18° 30' E 200 feet along center of said road thence S 0° 45' E 283 feet along center of said road; thence west 386.9 feet to the Section line between Sections 22 and 23 of said Township and Range; Thence North 488.6 feet to the point of beginning.

Subject to a mortgage in favor of William Schutte securing the payment of the sum of \$290.00 covering the S $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  Sec. 23 Twp. 4 N R 7 EWM which mortgage was recorded on the 29th day of October, 1940, in Book "V", Page 222, Mortgage Records, Skamania County, Washington.

together with all rents, thereof, buildings, improvements and appurtenances thereunto belonging, water and water rights and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as the "said property";

To Have and To Hold the said property unto the Mortgagee and its assigns forever.

3. The Mortgagor covenants and agrees that:

(a) He is lawfully seized of the said property in fee simple and will WARRANT and forever DEFEND the same against the lawful claims and demands of all persons whomsoever; and that the said property is free from all encumbrances and liens whatsoever, except: Mortgage hereinbefore mentioned.

(b) He will pay, before the same shall become delinquent, all taxes, assessments, liens, charges and encumbrances which affect the said property, this mortgage, or the indebtedness secured hereby.

(c) He will immediately upon the execution of this mortgage provide and deliver to the Mortgagee, and thereafter maintain, fire insurance policies and such other insurance policies as the Mortgagee may require upon the said property, which policies shall be satisfactory to and shall be for the benefit of the Mortgagee as its interest may appear; and any proceeds collected under such insurance policies, at the option of the Mortgagee, shall be used by the Mortgagor under the direction of the Mortgagee for the replacement or repair of any part of the said property which may be damaged or destroyed.

(d) He will commit or suffer no waste on the said property, will maintain the same in good repair, will promptly make such repairs thereof as the Mortgagee may require and will permit the Mortgagee's agents or representatives to inspect the said property at any time.

(e) He will promptly comply with all laws, ordinances and regulations affecting the said property or its use.

(f) He hereby waives the benefits of all state homestead, dower, exemption, valuation, appraisal, stay and moratorium laws, present or future, and also the right of possession of the said property during the period of redemption.

4. Provided, nevertheless, that these presents are upon the express condition that if the Mortgagor shall pay unto the Mortgagee all amounts hereby secured, and shall fully perform all of the terms, covenants, agreements and conditions of this mortgage, then this conveyance shall be void, otherwise to remain in full force and effect.

5. But if DEFAULT be made in the payment of any debt secured hereby, or of any installment of principal or interest thereon, or if the mortgagor should fail to repay promptly any and all advances made by the mortgagee to or for the Mortgagor, or if the Mortgagor should fail to comply with any of his covenants or agreements, or if the Mortgagor should be adjudicated a bankrupt or take advantage of any state or federal insolvency law, or if the Mortgagor, or either of them, should die or become incompetent,