

MORTGAGE RECORD-V

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SKAMANIA COUNTY, WASHINGTON

Robertson and W. L. Robertson, her husband, of the County of Multnomah and State of Oregon, hereinafter called the Mortgagors, and John R. Giltner hereinafter called the Mortgagee,

Witnesseth. That the said Mortgagors, for and in consideration of the sum of Two Thousand (\$2000.00) and no/100 Dollars, lawful money of the United States, to them in hand paid, the receipt whereof is hereby acknowledged, have mortgaged, and by these presents do mortgage unto the said Mortgagee, his successors, legal representatives, heirs or assigns, that certain real property situated in the County of Skamania and State of Washington and described as follows, to-wit:

The West half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) and the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirty-five (35), Township Two (2) North of Range Five (5) East of the Willamette Meridian, in the County of Skamania and State of Washington;

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold unto the said Mortgagee, his successors, legal representatives, heirs or assigns forever.

The Condition of this conveyance is such that, WHEREAS, the said Mortgagee has loaned to the said Mortgagors the full sum of Two Thousand (\$2000.00) and no/100 Dollars, in lawful money of the United States, which, together with interest thereon, and all further sums secured by this mortgage, are to be repaid in like lawful money, according to the covenants hereinafter contained and the tenor and effect of one certain promissory note given therefor, of which the following is a substantial copy, to-wit:

\$2000.00

Portland, Oregon. May ___, 1942.

For value received I promise to pay to John R. Giltner or order, Two Thousand (\$2000.00) and no/100 DOLLARS in lawful money of the United States of America, of the present standard value, with interest thereon in like lawful money at the rate of five per cent per annum from date until paid, principal payable in installments of not less than \$35.00 in any one payment, together with the full amount of interest due on this note at time of payment of each installment. The first payment of principal and interest to be made on the 20th day of June, 1942, and a like payment thereof on the 20th day of each month thereafter, until the whole sum, principal and/or interest, has been paid, if any of said installments are not so paid, the whole of said principal sum and interest to become immediately due and collectible, at the option of the holder of said note. And in the event said note and/or mortgage or other obligation securing same shall be placed in the hands of any attorney for collection or adjustment thereof, I/we agree to pay all attorney's fees and costs incurred thereby. And in case suit or action is instituted to collect this note, or any portion thereof, I/we promise and agree to pay in addition to the costs and disbursements provided by statute such additional sum as the Court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

Crystal Irene Robertson

W. L. Robertson

No. _____
And, Whereas, The said Mortgagors, for themselves and for their heirs and assigns, have covenanted and agreed, and do hereby covenant and agree to and with the said Mortgagee, his successors, legal representatives, heirs or assigns, as follows:

That they have a valid and unencumbered title in fee simple to said premises; that they have the right to convey the same; that they will not suffer or permit said premises to become subject to any lien or encumbrance that shall have precedence of this mortgage; that they will render such further assurance of said title as may be requested by said Mortgagee; and that they will warrant and defend said title unto said Mortgagee and unto his successors, legal representatives, heirs or assigns, against the lawful claims and demands of all persons whomsoever;

That they will pay all of said sums of money specified in said note, promptly as they become due;

That they will pay all taxes and assessments that may be levied or assessed on said premises and all taxes that may be levied or assessed to the holder of said note on account thereof, at least ten days before they become delinquent;

That they will keep the buildings erected and to be erected upon the lands above described

Notarized
SK W
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