

#32150

Louis M. Joseph et ux to Oregon Automobile Insurance Co.

THIS INDENTURE, Made this 4th day of November, in the year One Thousand Nine Hundred and Forty-Two, between LOUIS M. JOSEPH and ROSE M. JOSEPH, husband and wife, as mortgagors, and OREGON AUTOMOBILE INSURANCE COMPANY as mortgagee

WITNESSETH, That the said mortgagors, for and in consideration of the sum of THREE THOUSAND FOUR HUNDRED FIFTY AND 42/100 Dollars (\$3,450.42) to them paid by the said mortgagee, do hereby grant, bargain, sell and convey unto the said mortgagee and assigns those certain premises situated in the County of Skamania and State of Washington, and described as follows:

Commencing at a point 30 feet south and 360 feet west of the Northeast corner of Lot 9, Section 1, Township 2 North, of Range 7 East of W. M., thence south 236 feet, thence west 100 feet, thence north 236 feet, thence east 100 feet to the point of beginning.

Also, the right to use, develop and improve that certain well located on the easterly line of the above described tract together with the land surrounding the same within a radius of 10 feet from the center of the well opening, subject to those certain rights reserved and conditions contained in that certain deed from H. E. Rogers and Aletta Rogers, husband and wife, and recorded at page 391 Book Z of Deeds records of Skamania County, Washington, to M. W. Beck and Charlotte Ann Beck, his wife, grantees therein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of THREE THOUSAND FOUR HUNDRED FIFTY AND 42/100 Dollars (\$3,450.42) in accordance with the terms of that certain promissory note of which the following is substantially a copy, to-wit:

\$3450.42

November 4, 1942.

For value received we promise to pay to the order of OREGON AUTOMOBILE INSURANCE COMPANY at Portland, Oregon THREE THOUSAND FOUR HUNDRED FIFTY AND 42/100 DOLLARS in lawful money of the United States of America, with interest thereon in like lawful money at the rate of Five per cent. per Annum from date hereof until paid, payable in monthly installments of not less than \$40.00 in any one payment, including the full amount of interest due on this note at time of payment of each installment. The first payment to be made on the 10th day of November 1942, and a like payment on the 10th day of each month thereafter, until the whole sum, principal and interest, has been paid; if any of said installments are not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. In case suit or action is instituted to collect this note, or any portion thereof, we promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

Due _____, 19____
At Portland, Oregon
No. _____

Louis M. Joseph
Rose M. Joseph

This indenture is further conditioned upon the faithful observance by the mortgagors of the following covenants hereby expressly entered into by the mortgagors, to-wit:

That they are lawfully seized of said premises, and now have a valid and unimcumbered fee simple title thereto, and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That they will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force they will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanic's liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage;

Satisfied
BK W
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