

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY, PLYMOUTH, CO. 167297

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That portion of the Joseph Robbins D. L. C. lying and being in Section 34, Twp. 3 N.R. 8 East of the W. M. and South of the S. P. S. Ry. Right-of-way. Also that portion of Lots, 1, 2, 3 and 5 of Section 35, Twp. 3 N. R. 8 E. W. M., and lying and being South of the S. P. & S. Ry. Right-of-way, together with all rights and easements, (including water rights and pipe line easements) appurtenant thereto. EXCEPTING

1. That tract of land containing .94 acres, more or less, and easements pertaining thereto conveyed to O. N. Risjord by deed dated December 28, 1936, and recorded at page 139, Volume "Z" of Deeds, records of Skamania County, Washington;

2. That tract of land conveyed to Skamania County by deed dated June 17, 1941, and recorded at page 367, Volume "28", deed records of Skamania County, Washington;

3. Flowage Easement conveyed to the United States of America by deed dated January 21, 1936, recorded at page 437, Volume "Y" of Deed records of Skamania County, Washington;

4. All public highways or roads on, over or across said property.

together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining.

To Have and To Hold the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note of which the following is a substantial copy:

\$3000.00

Portland, Oregon, May 11th, 1944.

For value received I promise to pay to the order of Herman Oelsner at Portland, Oregon, Three Thousand & no/100 (\$3000.00) 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 until paid, payable in semi-annual installments of not less than \$250.00 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 11th day of November 1944, and a like payment on the 11th day of every six months 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, I promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

At Portland, Oregon.
No. _____

(Signed) G. O. Jackson
" Dorothy B. Jackson

And said mortgagors covenant to and with the mortgagee, his heirs, executors, administrators and assigns, that they are lawfully seized in fee simple of said premises and have a valid, unencumbered title thereto and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest according to the terms thereof; that while any part of said note remains unpaid they will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property of this mortgage or the note above described, when due and payable and before the same may become delinquent; that they will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that they will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagee against loss or damage by fire in the sum of \$1000.00, in such company or companies as the said mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the said mortgagee as soon as insured; that they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgagors shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if proceeding of any kind be taken to foreclose any lien on said premises or any part thereof the mortgagee shall have the option to declare the whole