

## MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY, A. PTG., CO., 167997

316

On this day personally appeared before me Gladys F. Girard and Albert M. Girard, wife and husband to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of November, A. D. 1944.

My commission expires on the 7th day of July, 1947.

(Notarial seal affixed)

R. J. Bates  
Notary Public in and for the State of  
Washington, residing at Bingen, therein

Filed for record February 15, 1945 at 3-15 p.m. by Grantee

Mabel J. Fosse  
Skamania County Auditor.

#33914

J. W. Kelly et ux to S. L. Ellis

This Mortgage, made this 10th day of February, 1945, by and between J. W. Kelly and Emma Kelly, husband and wife, of Multnomah County, Oregon, hereinafter called the Mortgagors, and S. L. Ellis, hereinafter called the mortgagee,

Witnesseth, That said Mortgagors, in consideration of One Thousand and no/100 Dollars, to them paid by said Mortgagee, do hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Skamania County, State of Washington, bounded and described as follows, to-wit:

Commencing at the southeast corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 22, Tp. 3 N., R. 8 E.W.M.; thence West 80 rods to the southwest corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  aforesaid; thence North 150 feet; thence East 80 rods to the East line of said NW $\frac{1}{4}$  of the SE $\frac{1}{4}$ ; thence South 150 feet to the place of beginning,

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

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

This mortgage is intended to secure the payment of a promissory note of even date herewith in the principal sum of One Thousand (\$1,000) Dollars, made and executed by said mortgagors in favor of said mortgagee, payable on or before one year from the date hereof with interest at the rate of six per cent per annum.

And said mortgagors covenant to and with the mortgagee, that they are lawfully seized in fee simple of said premises and have a valid and unencumbered title thereto and will warrant and forever defend the same against all persons; that they will pay said note, principal and interest, according to the terms thereof; that while any part of said note or mortgage remains unpaid they will pay all taxes, assessments and charges of every nature which may be levied or assessed against said property, when due and payable and before the same shall 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 against loss or damage by fire in a sum not less than \$1,000 in such company or companies as the mortgagee may designate, payable in the event of loss, to said mortgagee as his interest may from time to time appear, and will have all policies of insurance on said property made payable to the mortgagee as herein provided, and will deliver all such policies of insurance thereon to the mortgagee as soon as insured; that they will keep the buildings and improvements on said premises in good condition and repair and will not commit or suffer any waste of said premises or make improper or unlawful use thereof.

Now, therefore, if said mortgagors shall keep and perform each and every covenant

*Satisfied*  
B.K. X  
Pg 100