

#35378

George Melvin Hazard Jr. et ux to National Bank of Commerce

THIS MORTGAGE, made this 13th day of April, 1946, by and between GEORGE MELVIN HAZARD, Jr. and STELLA M. HAZARD, husband and wife of Skamania County of Skamania, State of Washington, hereinafter called "mortgagors", and THE NATIONAL BANK OF COMMERCE OF SEATTLE, a national banking association, hereinafter called "mortgagee",

WITNESSETH: The mortgagors hereby mortgage to the mortgagee, its successors and assigns, the following described real property, situated in the County of Skamania, State of Washington, to-wit:

PARCEL ONE (1) and PARCEL TWO (2) OTHERWISE DESCRIBED AS FOLLOWS:

Beginning at the point of intersection of the W. bank of Duncan Creek in Section 34 Tp. 2 N. R. 6 E. W. M., with the N. line of the North Bank Highway, and running thence Northwesterly along the said West bank of Duncan Creek 71 feet, thence Southwesterly, parallel with the North line of said North Bank Highway, 100 feet; thence Southeasterly, parallel with the West bank of said Duncan Creek 71 feet to the North line of said North Bank Highway, thence North-easterly along the North line of said North Bank Highway 100 feet to the place of beginning, being identical with Lot 1 and the easterly 30 feet of Lot 2 Duncan Creek Addition.

ALSO Lots 4, 5 and 6, Duncan Creek Addition according to the official plat thereof on file and of record in the office of the auditor of Skamania County, Washington.

Commencing at the point of intersection of the West bank of Duncan Creek in Section 34 Township two North of Range six East of W. M. with the Northerly line of the North Bank Highway, thence Southwesterly along said Northerly line of the North Bank Highway a distance of 60 feet to the place of beginning of the land hereby conveyed, the said point of beginning being the Southwest corner of the tract of land owned by Mary M. Reath and which is fully described by correction deed executed by William Sams and George S. Nielsen to the said Mary M. Reath, dated December 31, 1923. From said point of beginning running thence Northwesterly parallel to the west bank of Duncan Creek and along the West line of the said tract of land owned by Mary M. Reath as aforesaid, a distance of 100 feet; thence Southwesterly parallel to the North line of the North Bank Highway a distance of 100 feet, thence South-easterly parallel to the West bank of Duncan Creek, a distance of 100 feet to the North line of the North Bank Highway, thence Northeasterly along the North line of the North Bank Highway a distance of 100 feet to the place of beginning.

Excepting therefrom the Easterly forty feet thereof conveyed to Thomas Reath by deed recorded at page 237 Book "V" of Deeds, and subject to conveyance for highway purposes to the State of Washington for Northbank Highway, dated December 4, 1925.

TOGETHER with all right and interest therein, now owned or hereafter acquired, and all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, including but not limited to, all heating, plumbing, lighting and ventilating apparatus, appliances or fixtures in or about any buildings now located on said premises or hereafter placed thereon, together with any and all renewals, betterments, additions or substitutions thereto, all of which said apparatus, appliances or fixtures are deemed by and between the parties hereto to constitute a part of the realty.

This mortgage is given and intended as security for the payment of the principal sum of Three Thousand and no/100 Dollars (\$3000.00), together with interest thereon in accordance with the terms of a certain promissory note of even date herewith, executed and delivered by the mortgagor in favor of the mortgagee, or its order, and any renewals or extensions thereof, principal payable 47.00 monthly including interest

The mortgagors covenant and agree with the mortgagee that they will:

(1) Forever warrant the title to all of the said premises to be free and clear of all liens and encumbrances other than this mortgage, and will execute and deliver any further necessary assurances of title thereto;

(2) Promptly pay the principal and interest of said indebtedness in accordance with the terms of said promissory note or any renewals or extensions thereof;

(3) Pay and discharge, as the same become due and payable, and prior to delinquency, all taxes, assessments, water rates or other charges of whatever kind and character, whether similar or dissimilar to those hereinabove specified, which are now or may hereafter be levied or assessed against or become liens upon the above described premises or any part thereof, or upon this mortgage or the money or debt secured hereby, until all of the said