

## MORTGAGE RECORD—W

637

SKAMANIA COUNTY, WASHINGTON

will deliver to mortgagee the policies, and renewals thereof at least five days before expiration of the old policies.

Should the mortgagor default in any of the foregoing covenants or agreements, then the mortgagee may perform the same and may pay any part or all of principal and interest of any prior incumbrance or of insurance premiums or other charges secured hereby, and any amount so paid, with interest thereon at the highest legal rate from date of payment shall be repayable by the mortgagor on demand, and shall also be secured by this mortgage without waiver of any right or other remedy arising from breach of any of the covenants hereof. The mortgagee shall be the sole judge of the validity of any tax, assessment or lien asserted against the property, and payment thereof by the mortgagee shall establish the right to recover the amount so paid <sup>with</sup> interest.

Time is of the essence hereof, and if default be made in the payment of any of the sums hereby secured, or in the performance of any of the covenants or agreements herein contained, then in any such case the remainder of unpaid principal, with accrued interest and all other indebtedness hereby secured, shall at the election of the mortgagee become immediately due without notice, and this mortgage may be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagor may be obliged to defend to protect the unimpaired priority of the lien hereon, the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expenses <sup>in connection with</sup> such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

Dated at Stevenson, Washington this 4th day of November, 1946.

F. L. Kuskie (seal)  
Florence C. Kuskie (seal)

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 4th day of November, 1946 personally appeared before me F. L. Kuskie and Florence C. Kuskie, husband and wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

Raymond C. Sly  
Notary Public in and for the State of  
Washington, residing at Stevenson, therein.

Filed for record November 4, 1946 at 1-45 p.m. by Geo. F. Christensen

Malcolm J. Jones  
Skamania County Auditor.

#36041

John W. Smith et ux to Security State Bank

This indenture, made this 6th day of November in the year of our Lord one thousand nine hundred and forty-six between John W. Smith and Betty A. Smith, husband and wife now and at all times since prior to acquiring title to the real property described herein, parties of the first part, and Security State Bank, White Salmon, Washington a corporation duly organized and existing under the laws of Washington party of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of

the sum of Four Thousand Five Hundred and no/100 Dollars, lawful money of the United

Released  
4-21-55