

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 thereof 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 with 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 mortgagee may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with 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 19th day of February, 1948.

Morton J. Corner (Seal)

Dena King Corner (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 19th day of February, 1948, personally appeared before me Morton J. Corner and Dena King Corner, 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 February 19, 1948 at 1:30 p.m. by Geo. F. Christensen.

John F. Schuster
Skamania County Auditor.

#37560

Alvin J. Smith et ux to Willhelm Birkenfeld

MORTGAGE

THE MORTGAGORS, Alvin J. Smith and Hulda S. Smith, husband and wife, hereinafter referred to as the mortgagor, mortgages to Willhelm Birkenfeld the following described real property situate in the county of Skamania, State of Washington:

Beginning at a point 576 feet North and 30 feet east of the SW corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of section 20 tp 3 N R 8 E. W.M., thence east 208 feet, thence south 131 feet and 9 inches, thence west 208 feet, thence north 131 feet and 9 inches to the point of beginning.

together with the appurtenances, and all awnings, screens, mantels, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus and fixtures now or hereafter belonging to or used in connection with the property, all of which shall be