

MORTGAGE RECORD—X

SKAMANIA COUNTY, WASHINGTON

470

PIONEER, INC., TACOMA—177183

Mortgage Record X

East

Haffey, thence/along the North line of that portion of real estate set off or apportioned out of said estate as aforesaid to the West line of that portion of real estate set off or apportioned out of said estate to Frank Haffey; thence North along said line of said real estate so set apart or apportioned to said Frank Haffey to the North line of said estate; thence West along said North line of said estate to the place of beginning, said described real estate containing 17 1/5 acres, more or less, and being a portion of the real estate situated in Section Four, Township One North, Range Five East of the Willamette Meridian, and Section Thirty-three, Township Two North, Range Five East of the Willamette Meridian.

Saving and excepting a right of way twenty feet in width from the Southeast corner of said tract across the South end thereof to the Southwest Corner thereof, thence North along the West line thereof to a point 20 feet North of the Southwest Corner of Section Thirty-three, Township Two North, Range Five East of the Willamette Meridian, the object being to reserve a right of way to and from the South Half of the Southeast Quarter of Section Thirty-two, Township Two North, Range Five East of the Willamette Meridian.

together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus, stationary scales and other fixtures, now or hereafter belonging to or used in connection with the above described premises; all of which are hereby declared to be appurtenant to said land; and together with all water and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagors to the order of the mortgagee, of even date herewith, for the principal sum of Thirty-five hundred Dollars (\$3500.00), with interest thereon from date at the rate of 4% per annum on the principal sum from time to time remaining unpaid, payable to the mortgagee at its office in the City of Spokane, State of Washington, as follows:

Interest only payable on November 1st, 1948, Thereafter 68 equal semi-annual payments of \$93.97 each, payable on the first day of May and November in each year, beginning on the first day of May, 1949, and a final payment of \$93.97, payable on the first day of May, 1983, unless matured sooner by extra payments on principal; each of said payments shall be applied first to interest, then to principal. All payments not made when due shall bear interest thereafter until paid at six per cent per annum.

Mortgagors covenant and agree:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land;

To pay all debts and moneys secured hereby when due;

To keep the buildings and other improvements now or hereafter existing on said premises in good repair and not to remove or demolish or permit the removal or demolition of any thereof; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in a good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said land properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind upon said premises; not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do all acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises;

To pay when due all taxes and assessments upon said premises and to deliver to the mort-