

MORTGAGE RECORD-X

SKAMANIA COUNTY, WASHINGTON

494

PIONEER, INC., TACOMA—177183

MORTGAGE RECORD X

#38208

Clair Smith et ux to Herbert N. Smith

MORTGAGE

THIS MORTGAGE, Made this 1st., day of July, 1948 by Clair Smith and Jessie Smith, husband and wife, Mortgagors, to Herbert N. Smith, Mortgagee,

WITNESSETH, That said mortgagors, in consideration of Five Hundred Fifty and no/100 (\$550.00) 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:

Beginning at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 10, Twp. 3 N.R. 9 E. W.M. running thence west along the 40 acre line 40 rods, thence South parallel with the East line of said Section to intersection with the northerly line of the County Road known as the Jessup Road, thence following the northerly line of Jessup Road in a southeasterly direction to intersection with the east line of Section 10, thence North to the place of beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$550.00

Skamania County Washington July 1st, 1948

On or before Two years after date, for value received, I promise to pay to the order of Herbert N. Smith Five Hundred fifty and NO/100 (\$550.00) DOLLARS, in lawful money of the United States of America, with interest thereon in like lawful money at the rate of 6 per cent. per annum, from date until paid. Interest to be paid annually and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

Clair Smith

No. _____

Jessie Smith

And said mortgagors covenant to and with the mortgagee, his heirs, executors, administrators and assigns, that they lawfully seized in fee simple of said premises and have a valid, 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 remains unpaid they will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may 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 in favor of the mortgagee against loss or damage by fire in the sum of \$_____ in such company or companies as the said mortgagee may designate, and will have all policies of insurance on said property made payable to the mortgagee as his interest may appear and will deliver all policies of insurance on said premises to the mortgagee as soon as insured; that they will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.