SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-177183

MORTGAGE RECORD X

<u>#38333</u>

Alex Facto to Bank of Stevenson

THE MORTGAGOR, Alex Facto, a single man, hereinafter referred to as the Mortgagor, mortgages of Bank of Stevenson, a corporation, the following described real property in Skamania County, State of Washington, to-wit:

Also beginning at a point on the North line of State Highway No. 8, 1574 feet West of the Section line between Sections 21 and 22, Township 2 North, Range 7 E. W. M. running thence North 250 feet; thence North 74°51' West 50 feet to the true point of beginning, thence North 100 feet; thence South 74°51' East 50 feet, thence North 100 feet; thence North 74°51' West 103.6 feet; thence South 200 feet, thence South 74°51' East 53.6 feet to the point of Beginning.

Beginning at a point on the North line the 400 foot right of way of the Spokane, Portland, and Seattle Railway Company, which said point is South 0° 40' E. of a point 175 feet due east of a round hub placed at an angle point in the northerly line of said railway right of way N. 9° 05' E. 200 feet from the station 2042 / 23.4 of the survey locating the center line of said right of way, said round hub being 997.92 feet south and 2035.5 feet west from the northeast corner of section 21 in Township 2 N. R. 7 E. W. M.; and running thence easterly along the north line of said right-of-way to its intersection with a line running S 0° 48' E. from a point 320 feet due east of the said round hub; thence N. 0° 48' W. 7 feet, more or less, to the south line of Roosevelt Avenue as shown upon the unrecorded plat of North Bonneville; thence N. 71° 40' W. along the south line of said Avenue, to a point which is N. O' 48' W. of the place of beginning, and thence S 0° 48' E. 17 feet, more or less, to the place of peginning, said tract being designated as the east 145 feet of the west 320 feet of Lot 1 in Block 9 of the unrecorded plat of the Town of North Bonneville. Skamania County, Washington.

together with the appurtenances, and all awnings, screens, mantels, and all plumbing, lighting, heating, cooling, ventilating, elevating and vatering apparatus and fixtures now or hereafter belonging to or used in connection with the property, all of which shall be construed as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of SIX HUNDRED and no/100 Dollars with interest from date until paid, according to the terms of one certain promissory note bearing even date herewith.

The mortgagor covenants and agrees with the mortgagee as follows: that he is lawfully seized of the property in fee simple and has good right to mortgage and convey it; that the property is free from all liens and incumbrances of every kind; that he will keep the property free from any incumbrances priortto this mortgage; that he will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the debt thereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to the mortgagee; that he will not permit waste of the property; that he will keep all buildings now or hereafter placed on the property in good order and repair and unceasingly insured against loss or damage by fire to the extent of the full insurable value thereof in a company acceptable to mortgagee and for the mortgagee's benefit, and 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 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,

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