

# MORTGAGE RECORD-X

567

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-177183

Mortgage Record X

567

President of BANK OF STEVENSON, the corporation that executed the foregoing instrument, and acknowledged to me that he signed the same as the free and voluntary act and deed of said corporation; and on oath stated that he was authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal this 3 day of Nov. 1948.

(Notarial seal affixed)

R. M. Wright  
Notary Public for Washington  
residing at Stevenson therein.

Filed for record November 24, 1948 at 9-45 a.m. by F. L. Kuskie.

*John C. Wachter*  
Skamania County Auditor

#38647

H. Charles Smalley et ux to Bank of Stevenson

THE MORTGAGOR H. Charles Smalley and Bessie Smalley, husband and wife hereinafter referred to as the mortgagor, mortgages to Bank of Stevenson, a corporation, the following described real property situate in the county of Skamania, State of Washington:

Lot 3 of Wachter's Subdivision in the West half of the Northwest quarter of Section 36, Twp. 3 N. R. 7 E.W.M., containing 7 acres more or less.

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 construed as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of Fourteen hundred forty 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 prior to 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 incumbrances 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, 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

Satisfied  
Bk Y  
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