

MORTGAGE RECORD—X

SKAMANIA COUNTY, WASHINGTON

628 PIONEER, INC., TACOMA—177183

Mortgage Record X

by deed dated June 30, 1906 and recorded June 30, 1906, at page 28, Book "K" of deeds, as follows: "A right of way for a water ditch and flume through the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec 25 Tp 3 N R 8 E. W. M.; also one half interest in and to the water from Collins Creek to be carried and flowing through said ditch or flume. Said ditch to run in a Southeasterly direction from Collins Creek until it enters the land of grantee herein at a place suitable for irrigation."

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD THE same unto the said mortgagee, his heirs and assigns forever.

And the said mortgagor covenants as follows:

That said premises shall be kept, until this mortgage is fully paid and satisfied, free from all incumbrances that shall have precedence of this mortgage;

To pay all sums of money specified in said note as they shall become due.

To pay, as part of the debt thereby secured, in case of each or any foreclosure, or commencement of foreclosure, such reasonable sum as shall be allowed by the court as attorney's fees, in addition to the costs allowed by law.

To keep the buildings, fences and fixtures of said premises in good repair.

To pay, when due, all taxes and assessments that may be levied or assessed against said premises.

To keep the buildings and fixtures upon said premises insured against loss by fire in the full insurable value, in a company acceptable to, and with loss, if any, payable to the said mortgagee, his heirs or assigns as his interest may appear, and to deliver all such policies effected on said premises with proper mortgage clauses attached, to said mortgagee his heirs or assigns.

That in case of failure so to pay all said taxes, or to keep said buildings, fences and fixtures in good repair, and insured, as above provided, and said premises free from any incumbrance having precedence of this mortgage, said mortgagee, his heirs or assigns, may at his option pay such taxes or redeem said premises from tax sale, or make such repairs, or procure such insurance, or pay such incumbrance; and that all moneys paid for any such purpose, and all other moneys expended by said mortgagee to protect the lien of this mortgage and the security intended to be effected hereby, with interest thereon at 2 percentum per annum shall be added to and become a part of the debt secured by this mortgage, and shall be immediately due and payable, without waiver, however, of any other rights of said mortgagee, his heirs or assigns, arising from breach of any such covenant.

That in case default is made in the payment of any of the sums of money aforesaid, or in case of the violation or non-performance of any of the above conditions, the mortgagee, his heirs or assigns, at any time thereafter and without notice, may elect that the whole sum hereby secured and remaining unpaid, shall be immediately due and payable, and shall have the right, at any time after any such default in payment or breach of covenant, to enforce payment thereof by foreclosure of this mortgage or otherwise, and shall have such other remedies as the law provides.

WHEREFORE, if said mortgagor, its successors or assigns shall fully pay all sums of money specified in said note, together with all further sums becoming in any manner hereunder part of the indebtedness hereby secured, and, up to that time, shall have well and truly performed all and singular the covenants and agreements hereinabove set forth and enumerated, then this conveyance shall be void and the premises hereby conveyed shall be released at the cost of said mortgagor; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the officers of mortgagor corporation have set the seal and signature of said corporation by authority of the board of directors thereof.