

MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

102 EER, INC., TACOMA-2741

MORTGAGE RECORD-Y

Notary Public in and for the State of Washington,
residing at Stevenson, therein.

Filed for record August 30, 1949 at 1-30 p.m. by Bank of Stevenson.

John C. Wagoner
Skamania County Auditor

#39753

Lloyd E. Schimmelpfennig et ux to Olive Cooley

REAL ESTATE MORTGAGE

THE MORTGAGORS Lloyd E. Schimmelpfennig and Bonita Schimmelpfennig, husband and wife,

Hereinafter referred to as the mortgagor, mortgages to Olive Cooley, the following described real property situate in the county of Skamania, state of Washington:

A- All that portion of the south 6½ acres of the southeast quarter of the NE¼ of Sec. 36, Tp. 3 N. R. 7½ E. W. M., lying between Nelson Creek Road and the highway formerly designated as State road No. 8, but now county road excepting 1/2 acres conveyed to School District No. 16.

B- Also all that portion of Lot 13, Sec. 36 Tp. 3 N. R. 7½ E. W. M., lying on the northerly side of State Highway No. 8 as now located, and established and on the easterly and northerly side of Nelson Creek Road and the approach thereto from State Highway No. 8, EXCEPTING therefrom that tract of land conveyed to State of Washington for Quarry site.

C- Commencing at a point 657.4 feet W. and 342.3 ft. S. of the quarter corner on the E line of Sec. 36, Tp. 3 N. R. 7½ E. W. M.; thence S. 36° 28' West 200 ft. thence S. 40° 0' East 138 feet more or less to the northerly line of State Highway No. 8; thence in a northeasterly direction along the northerly line of said State Highway No. 8 to a point which is South 40° 0' East of the place of beginning, thence North 40° 0' West about 156 feet to the point of beginning. Subject to easements for roads and power lines.

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 Four hundred sixty 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 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

Satisfied
Bk
8-14-51

*Part of Release
Recording Book 4-107-121
Oct. 3, 1949
John C. Wagoner
County Auditor*