

MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-2141

Mortgage Record Y

105

urance premium, and the amount so paid shall be added to and become a part of the debt secured hereby.

The Mortgagor further agrees that should there be default in the payment of any installment of principal or interest on said debt, or should he otherwise fail in the strict performance of this contract, and any expense is incurred by the Mortgagee in the way of attorney's fee, abstracting, examining records, travel, or any other expense resulting from such default, then such items of expense may be added to and become a part of the debt secured hereby.

The Mortgagor further agrees that if he should fail to make the payments as herein provided, or should he fail to perform any other covenant or condition of this contract, and in case of a foreclosure action, he agrees to pay, in addition to the principal and interest then due, and in addition to any items of expense as are above mentioned, such sums as the Court may adjudge reasonable as attorney's fees in such foreclosure action.

Further, in case of default, it is agreed that the Mortgagee may immediately take possession of the mortgaged property in case it is vacant, or if occupied by a tenant, then the Mortgagee may immediately collect and retain any and all accrued, or accruing, rentals and apply the same upon the debt secured hereby, and this instrument shall be construed and shall have the effect of an assignment of such accrued, and accruing rentals. Also, in case action is brought to foreclose this mortgage or to collect the debt secured hereby, the Mortgagor consents that a receiver may be appointed by the Court, without notice to the Mortgagor, and the Court is authorized to empower such receiver to take charge of the mortgaged property, to collect and receive rentals thereon, or otherwise manage the said property for the protection of the parties during the pendency of such foreclosure action.

The Mortgagor further represents that the funds loaned by the Mortgagee and secured by this mortgage are to be used to pay a portion of the purchase price of the mortgaged premises, and in any action upon this instrument, this mortgage shall be construed as a purchase money mortgage.

This contract is drawn in the singular person, but all pronouns and verbs shall be read either as singular or plural in accordance with the number actually executing.

Dated this 26th day of August, 1949.

SIGNED, AND DELIVERED IN THE PRESENCE OF

Edward R. O'Donnell

Mildred O'Donnell

STATE OF WASHINGTON,)
County of CLARK) SS.

THIS CERTIFIES, That on this 26th day of August, A. D. 1949, before me, the undersigned, a Notary Public for said State, personally appeared the within named Edward R. O'Donnell and Mildred O'Donnell, husband and wife, ^{known} to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the purpose therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

(Notarial seal affixed)

Charles E. Bell
Notary Public for Washington.
Residing at Vancouver, Washington.
My Commission Expires January 23, 1952.

Filed for record August 31, 1949 at 2-40 p.m. by R. C. Sly.

John C. Washburn
Skamania County Auditor

#39762

Joseph A. Fordyce et ux to Henry Stell

REAL ESTATE MORTGAGE