

MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

142 PIONEER, INC., TACOMA-2241

MORTGAGE RECORD Y

#40035

Arthur J. Kirk et ux to Henry D. Robinson et ux

MORTGAGE

THIS MORTGAGE, Made this 28th. day of September, 1949, by Arthur J. Kirk and Nanna Kirk, husband and wife Mortgagors, to Henry D. Robinson and Mabel Robinson, husband and wife Mortgagees,

WITNESSETH, That said mortgagors, in consideration of One Thousand Four Hundred Fifty and 93/100 Dollars, to them paid by said mortgagees, do hereby grant, bargain, sell and convey unto said mortgagees, their heirs, executors, administrators and assigns, that certain real property situated in Skamania County, State of Oregon, bounded and described as follows, to-wit:

The North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Nineteen (19), Township Two (2), North of Range Five (5) East of the Willamette Meridian, containing Eighty (80) acres of land, more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagees, their heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$1450.93

September 28 1949.

On or before October 1, 1950 without grace, I promise to pay to the order of Henry D. Robinson and Mabel Robinson, husband and wife and upon the death of any of them, then to the survivor of them, at Vancouver, Washington ONE THOUSAND FOUR HUNDRED FIFTY AND 93/100 / \$1450.93 DOLLARS, in lawful money of the United States of America, of the present standard value, with interest thereon in like lawful money at the rate of 10 per cent. per annum from October 1, 1949 until paid, for value received. Interest to be paid April 1, 1950 (Interest only semi-annually) and if not paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. In case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the Court may adjudge reasonable, for attorney's fees to be allowed in said suit or action.

It is the intention of this note that the said payees do not take the title hereto as tenants in common but with the right of survivorship, that is, the unpaid balance of principal and interest on the death of any of them shall vest absolutely in the survivor of them.

(Signed) . Arthur J. Kirk

(Signed) Nanna Kirk

And said mortgagors covenant to and with the mortgagees, their heirs, executors, administrators and assigns, that they are lawfully seized in fee simple of said premises and have a valid, unencumbered title thereto and will warrant and forever defend the same against all persons; that they will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid they will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that they will promptly pay and satisfy any and all liens or encumbrances that

Satisfied

BK 28

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