

MORTGAGE RECORD-Y

143

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-2141

MORTGAGE RECORD Y

143

are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that they will keep the buildings now on or which may be hereafter erected on the premises insured in favor of the mortgagees against loss or damage by fire in the sum of \$1450.00 in such company or companies as the above mortgagees may designate, and will have of insurance on said property made payable to the mortgagees as their interest may appear and all policies on said premises to the above mortgagees as soon as insured; that _____ will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises.

Now, therefore, if said mortgagors shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagees shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagors shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagees may at their option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagees for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagees at any time while the mortgagors neglects to repay any sums so paid by the mortgagees. And if suit be commenced to foreclose this mortgage, the attorney's fees provided for in said note shall be included in the lien of this mortgage.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagors and of said mortgagees respectively.

In case suit or action is commenced to foreclose this mortgage, the Court, may, upon motion of the mortgagees, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same to the payment of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hands and seal the day and year first above written.

EXECUTED IN THE PRESENCE OF

Arthur J. Kirk (SEAL)

Nanna Kirk (SEAL)

STATE OF OREGON,)
County of Multnomah) SS.

On this 28th day of Sept. 1949, before me, a Notary Public in and for said County and State, personally appeared the within named Arthur J. Kirk and Nanna Kirk, husband and wife who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

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

(Notarial seal affixed)

Karen Sorensen
Notary Public for Oregon
My Commission expires Mar. 8, 1950

Filed for record October 31, 1949 at 2-20 p.m. by R. J. Salvesen.

John C. Wackerling
Skamania County Auditor