

MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

182 INC., TACOMA-2241

Mortgage Record - Y

and appurtenances thereunto belonging or anywise appertaining thereto.

TO HAVE AND TO HOLD the same unto the said Mortgagee, its successors and assigns, forever.

PROVIDED, however, that this conveyance is intended as a mortgage and is given to secure the performance between Mortgagors of all the terms and conditions of that certain Facilities Lease dated August 12, 1949 between Standard Oil Company of California, as Lessor, and Paul Seiffert, as Lessee, including the payment by the Lessee of a total rental of \$2,540.40, payable at the rate of \$42.34 per month in advance on the first day of each and every calendar month beginning January 1, 1950.

The Mortgagors covenant and agree for themselves and heirs, administrators, and executors with the Mortgagee as follows:

- (1) They are the owners of the Fee Title to the real property hereinbefore described free and clear from all encumbrances.
- (2) That they will pay all taxes, assessments and charges of every nature which may be levied or existing upon or against the real property hereinbefore described before the same become delinquent, and will promptly pay and satisfy any mechanic's liens or others liens or encumbrances that, by operation of law or otherwise, may become a lien upon the mortgaged premises superior to the lien of this mortgage.
- (3) That they will keep all improvements erected on the premises in good order and repair, and will not commit or suffer any waste of the premises hereby mortgaged.
- (4) That they will immediately insure and keep insured the buildings and equipment on the mortgaged premises against loss by fire in a company and under a policy satisfactory to the Mortgagee in an amount not less than \$2,500.00, with loss payable to the parties hereto as their interests appear.
- (5) That in the event the Mortgagors fail or refuse to pay any taxes, assessments, charges and encumbrances as aforesaid before the same become delinquent, or in the event they fail or refuse to obtain said insurance, then the Mortgagee may, at its option, pay such taxes, assessments, charges, and encumbrances and obtain such insurance (paying premium thereof) and all sums of money thus expended or advanced by the Mortgagee will immediately become due and payable from the Mortgagors to the Mortgagee with interest at 6% per annum and the amount thereof shall be secured by the lien of this mortgage.
- (6) That if the Mortgagors shall fail to promptly carry out and perform any of the covenants and agreements contained in the Facilities Lease secured by this mortgage, or if the Mortgagors fail to carry out and perform any of the covenants and agreements of this mortgage, and if the premises covered by this mortgage be attached, levied upon or abandoned, or if the mortgagors or either of them shall become bankrupt or insolvent, or if any proceedings or petition under the Bankruptcy Law of the United States be filed by or against them, or either of them, or if a receiver be appointed, then in any of said events (time being of the essence), the Mortgagee may, at its option, declare the entire rental set forth in said Facilities Lease immediately due and payable and may thereupon proceed to foreclose this mortgage in any manner provided by law and the Mortgagors promise, in such event, to pay in addition such sum as the court may adjudge reasonable as attorney's fees.

It is mutually agreed, however, that if the Mortgagors shall promptly pay the rental set forth in said Facilities Lease and shall promptly carry out and perform all of the covenants and agreements set forth in said Facilities Lease and in this mortgage, to be kept and performed by them or either of them, and shall promptly carry out and perform all of the covenants and agreements, secured hereby, then this conveyance shall be void; but otherwise to remain in full force and effect as a mortgage.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands and seals the day and year first herein written.

Paul Seiffert (Seal)
Paul Seiffert
Florence Seiffert (Seal)
Florence Seiffert

STATE OF WASHINGTON, :
 : ss
County of Skamania :

-BE IT REMEMBERED, that on this 28th day of November, 1949, before me, a Notary Public in and for said County and State, personally appeared PAUL SEIFFERT and FLORENCE SEIFFERT, personally known by me and personally known to me to be the identical individuals described herein and who executed the within and foregoing Mortgage, and each