

acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year first in this certificate written.

(Notarial seal affixed)

Robert J. Salvesen  
Notary Public for Washington

Residing at Stevenson

My Commission Expires 9-21-1953.

Filed for record January 3, 1950 at 3-30 p.m. by R. C. Sly.

*John E. Cluditor*

Skamania County Auditor

#40301 Geo. M. Draney to Chas. J. Jones et ux.

REAL ESTATE MORTGAGE

THE MORTGAGOR Geo. M. Draney, a single man, hereinafter referred to as the mortgagor, mortgages to Chas. J. Jones, who also appears of record as J. J. Jones, and Vera Jones, his wife, the following described real property situate in the county of Skamania, State of Washington:

All that portion of Government Lot two in Section 29, Twp. 3 N. R. 8 E. W. M. lying northerly of the northerly right of way line of the Spokane, Portland & Seattle Railway Company

Except public roads, off, over, and across the said parcel.

Assignment  
Bk 2  
Pg 1

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.

RELEASED

To secure the performance of the covenants and agreements hereinafter contained, and the payment of THREE HUNDRED 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