

STATE OF WASHINGTON)
County of Skamania) ss.

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 10th day of February 1950 personally appeared before me Leo F. Allen and Beulah G. Allen, husband and wife to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed) Raymond C. Sly
Notary Public in and for the State of Washington,
residing at Stevenson therein.

Filed for record February 14, 1950 at 1-23 p.m. by Bank of Stevenson.

John E. Wachter

Skamania County Auditor.

#40402 Eugene Burke to Bank of Stevenson.

REAL ESTATE MORTGAGE.

THE MORTGAGOR Eugene Burke, a single man, hereinafter referred to as the mortgagor, mortgages to Bank of Stevenson, a Washington corporation, the following described real property situate in the county of Skamania, State of Washington:

All that portion of the northeast quarter of section thirty five (35) Township three (3) North of Range Seven (7) East of Willamette Meridian, lying east of the county road known as "Farm to Market Road No. 2"; Except one half acre described as follows; Commencing at the intersection of the center line of the above mentioned road with the east line of said section 35, thence N. 37° 59' W. along the center line of said road 295 feet, thence East to the east line of said section 35, thence south along said section line to the point of beginning.

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.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of ONE HUNDRED TWENTY and no/100 dollars with interest from date until paid, according to the terms of 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 the right

Satisfied

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