

MORTGAGE RECORD-Y

253

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-2241

Mortgage Record Y

253

(Notarial seal affixed)

Dena K. Corner
Notary Public in and for the State of Wash-
ington, residing at No. Bonneville in said
County.

Filed for record May 10, 1950 at 10-15 a.m. by Security State Bank.

John C. Wachtel
Skamania County Auditor

#40746

Henry M. Roe to Carson Lumber Co.

REAL ESTATE MORTGAGE

THE MORTGAGOR Henry M. Roe, a single man, hereinafter referred to as the mortgagor, mortgages to Carson Lumber Company, a Washington corporation, the following described real property situate in the county of Skamania, State of Washington:

Beginning at a point 576 feet north and 30 feet east of the southwest corner of the southeast quarter of the southeast quarter of Section 20, Township 3 North, Range 8 E. W. M.; thence east 208 feet; thence south 131 feet and 9 inches; thence west 208 feet; thence north 131 feet and 9 inches to point of beginning.

together with the appurtenances, and all awnings, screens, mantels, and all plumbing, light-
ing, heating, cooling, ventilating, elevating and watering apparatus and fixtures now or here-
after 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 Thousand Five 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 proper-
ty free from any incumbrances, prior to this mortgage; that he will pay all taxes and assess-
ments 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 build-
ings 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 proper-
ty, and payment thereof by the mortgagee shall establish the right to recover the amount so
paid with interest.

Time is of the essence hereof, and if default be made in the payment of any of the sums
hereby secured, or in the performance of any of the covenants or agreements herein contained,
then in any such case the remainder of unpaid principal, with accrued interest and all other
indebtedness hereby secured, shall at the election of the mortgagee become immediately due
without notice, and this mortgage may be foreclosed.

In any action to foreclose this mortgage or to collect any charge growing out of the
debt hereby secured, or in any suit which the mortgagee may be obliged to defend to protect
the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum as

Satisfied

BK

#44808

5-19-52