

MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

286 PIONEER, INC., TACOMA—2241

Mortgage Record Y

less of any excess which may at any time be owing from said mortgagors to the mortgagee; it being further provided that nothing herein contained shall be construed as obligating or shall obligate the mortgagee to make any such future loans or advances.

The mortgagors covenant and agree with the mortgagee that mortgagors will:

(1) Forever warrant the title to all of the said premises to be free and clear of all liens and encumbrances other than this mortgage, and will execute and deliver any further necessary assurances of title thereto;

(2) Promptly pay the principal and interest of said indebtednesses in accordance with the terms of said promissory note or notes or any renewals or extensions thereof;

(3) Pay and discharge, as the same becomes due and payable, and prior to delinquency, all taxes, assessments, water rates or other charges of whatever kind and character, whether similar or dissimilar to those hereinabove specified, which are now or may hereafter be levied or assessed against or become liens upon the above described premises or any part thereof, or upon this mortgage or the money or debt secured hereby, until all of the said indebtedness secured by these presents is fully paid and satisfied.

(4) Maintain, preserve and keep all of the property mortgaged hereunder in good order and repair and will not commit waste;

(5) Keep the mortgaged property continually insured against loss or damage by fire to the full insurable value thereof in a reliable insurance company or companies satisfactory to the mortgagee, and cause all of said policies to be endorsed and assigned to and deposited with mortgagee; pay all premiums thereon as the same become due and payable, and cause to be attached to said policies loss payable clauses in favor and upon forms acceptable to mortgagee and any money received by or paid to mortgagee on account of said policies may be applied by it at its option either toward the payment of the then outstanding indebtedness or toward the replacing or restoring of the mortgaged premises.

In the event of a breach of any of the aforesaid agreements or covenants, the mortgagee, its successors or assigns, may, but shall not be obligated to pay any sums or perform any acts necessary to remedy such breach, and all sums so paid and expenses incurred in such performance shall be repaid on demand of the mortgagee, with interest at the rate of ten per cent (10%) per annum from the date of such payment, and all such payments shall be secured by this mortgage.

In the event of a breach of any of the covenants or agreements contained in said promissory note or notes or in this mortgage, then the entire indebtedness hereby secured shall at the option of the mortgagee become immediately due and payable without notice, and this mortgage may be foreclosed; and in any foreclosure of this mortgage a deficiency judgment may be taken by the mortgagee, its successors or assigns, for any balance of the judgment, interest and costs, that may remain unsatisfied after the foreclosure sale of said mortgaged property.

In any suit or other proceeding for the recovery of said indebtedness, the foreclosure of this mortgage or for the protection of the lien of the mortgage, the mortgagors agree to pay a reasonable attorney's fee, together with a reasonable sum for searching records and abstracting the same, which sums shall be secured hereby.

This mortgage and the covenants and conditions hereof shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Time is of the essence of this mortgage.

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

Harvey F. Donnelly
Edna E. Donnelly