342 PIONEER, INC., TACOMA-2241

## MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

Mortgage Record Y

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 mortgages may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

Dated at Stevenson, Washington this 30th day of August, 1950.

M. D. Haskins

(SEAL)

STATE OF WASHINGTON ) )ss. County of Skamania )

Olive P. Haskins

(SEAL)

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 30th day of August, 1950, personally appeared before me M. D. Haskins and Olive P. Haskins, 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)

Robert J. Salvesen Notary Public in and for the State of Washington residing at Stevenson, therein.

Filed for record Aug. 30, 1950 at 4-25 p.m. by M. D. Haskins.

John C. Wachles Skamania County Auditor

#41411

Paul Boyd et ux to Wilhelm Birkenfeld

REAL ESTATE MORTGAGE

THE MORTGAGORS Paul Boyd and Bessie Boyd, husband and wife, hereinafter referred to as the mortgagor, mortgages to Wilhelm Birkenfeld the following described real property situate in the county of Skamania, State of Washington:

Lots 5, 6, 7 and 8 in Section 36, Township 4 North, Range  $7\frac{1}{2}$  E.W.M.;

ALSO beginning at a point 53 rods north of the southeast corner of the southwest quarter of said Section 36, and running thence north 27 rods, thence west 33 rods, thence south 27 rods, and thence east 33 rods to the point of beginning;

EXCEPTING, however, an easement granted to Home Valley Irrigation and Power Company, by deed recorded in Book N of Deeds, page 200, Records of Skamenia County, Washington.

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 THOUSAND FIVE HUNDRED SEVENTY-FIVE and no/100 dollars with interest from date until paid, according to the terms of one certain promissory note bearing date of January 1, 1950.

The mortgagor covenants and agrees with the mortgages 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