

## MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

347  
PIOR, INC., TACOMA-2241

Mortgage Record - Y

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 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 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 6th day of September, 1950.

George F. Capwell (Junior) (Seal)

Frances B. Capwell (Seal)

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 6th day of September, 1950, personally appeared before me George F. Capwell, Jr. and Frances B. Capwell 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 September 9, 1950 at 10-30 a.m. by Mrs. C. E. Chanda.

*John C. Wachter*  
Skamania County Auditor

#41447 Edward J. Ross et ux to Frank Todd et ux.

## REAL ESTATE MORTGAGE

THE MORTGAGORS Edward J. Ross and Lillian Ross, husband and wife, hereinafter referred to as the mortgagor, mortgages to Frank Todd and Alta E. Todd, husband and wife, the following described real property situate in the county of Skamania, State of Washington:

Commencing at a point on the north line of Lot 2 Stevenson Park Addition according to the official plat thereof filed in Plat Book "A" Records of Skamania County, Washington, marked by a one half inch pipe driven into the ground, being 400 feet west of the northeast corner of said Lot, thence west along the north line of said Lot 2 414.8 feet more or less to the northwest corner of said Lot 2, thence southeasterly along the westerly line of said Lot 2 to the southwest corner thereof, thence east along the south line of said Lot 2 to a point south of the place of beginning, thence north 150 feet to the place of beginning.

together with the appurtenances, and all awnings, screens, mantels, and all plumbing,

Satisfied  
BK Y  
PG 394