

MORTGAGE RECORD-Y

401

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TAD 2241

Mortgage Record - Y

and official seal this 30th day of August, 1950.

(Notarial seal affixed)

Jack L. Arvidson
Notary Public in and for the State of Washington,
residing at Camas.

Filed for record November 3, 1950 at 2-57 p.m. by R. J. Salvesen.

John C. Wachtel
Skamania County Auditor

#41745 Len Eagle et ux to Charles H. Gale et ux.

REAL ESTATE MORTGAGE

THE MORTGAGORS Len Eagle and Lula M. Eagle, husband and wife, hereinafter referred to as the mortgagor, mortgages to Charles H. Gale and Pearl Gale, 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, 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 TWO THOUSAND THREE 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 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 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

Satisfied
BK 28
PG 194