## MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA—2241

Mortgage Record Y

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GIVEN under my hand and official seal this 30th day of January, 1951.

(Notarial seal affixed)

F. P. Mason
Notary Public in and for the State of Washington,
residing at Vancouver.

Filed for record January 31, 1951 at 10-42 a.m. by Esson H. Smith.

John C. Wachter C Skamania County Auditor

#42021

Frank G. Brooks et ux to Bank of Stevenson

REAL ESTATE MORTGAGE

THE MORTGAGORS Frank G. Brooks and Helen A. Brooks, husband and wife, hereinafter referred to as the mortgagor, mortgages to Bank of Stevenson, a corporation, the following described real property situate in the county of Skamania, State of Washington:

Those portions of government lots 2, 3, and 4 in Section 31, Township 3 North, Range 8 E. W. M. lying southerly of the Evergreen Highway, also known as State Road No. 8, as the same is now constructed and established; EXCEPTING (1) A strip of land 100 feet in width conveyed to the Portland and Seattle Railway Company by deed dated February 2, 1906, and recorded at page 450 of Book I of Deeds, Records of Skamania County, Washington; (2) A flowage easement to overflow the said real property up to the 94 foot contour line granted to the United States of America by deed dated December 30, 1935, and recorded at page 548 of Book Y'of Deeds.

ALSO the north half of the southeast quarter of the southwest quarter, and the southeast quarter of the northwest quarter of the things that the southwest quarter of the southwest quarter of the southwest quarter of the southwest quarter of the southwest quarter, and the southwest quarter of the southwest quarter, and the southwest quarter of the southwest quarter, and the southwest quarter of the southwest quarter.

ing, heating, cooling, ventilating, elevating and watering water belonging to or used in connection with the property, arr or 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 SIX THOUSAND ONE 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