

MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

Mortgage Record Y

John C. Wachtel
Skamania County Auditor

9388

Joseph A. McKee to Bill Notos

REAL ESTATE MORTGAGE

THE MORTGAGOR, Joseph A. McKee, dealing with his separate property hereinafter referred as the mortgagor, mortgages to Bill Notos the following described real property situate the county of Skamania, State of Washington:

Commencing at the northeast corner of Lot 2 Stevenson Park Addition marked by a square post driven into the ground, thence west along the north line of said Lot 2 a distance of 400 feet to a point marked by a one-half inch iron pipe driven into the ground, thence south 150 feet to the south line of said Lot 2, thence east along the south line thereof 420 feet, more or less, to the southeast corner thereof, thence following the east line of said lot 2 northwesterly to the place of beginning.

Aforesaid property being located in Lot 2 of the recorded plat of Stevenson Park Addition in sec 36 tp 3 N R 7 E. W.M.

Subject to existing easements including public and private roads thereon.

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 and no/100 (\$2000.00) 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 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

John C. McKee
C. McKee
A. Notos

Bill Notos

I hereby cancel this mortgage this day of August 1934 the same having been fully paid and discharged.