

MORTGAGE RECORD-Y

509

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-2241

Mortgage Record Y

509

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 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 1st day of March, 1951.

R. H. McCafferty (SEAL)

Edith A. McCafferty (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 1st day of March, 1951, personally appeared before me R. H. McCafferty and Edith A. McCafferty 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 March 19, 1951 at 2-40 p.m. by Thomas Anders.

Skamania County Auditor

#42207

Bankers Trust Company to Northern Pacific Railway Company

DEED OF RELEASE-PRIOR LIEN MORTGAGE

No. 15949

THIS INDENTURE, Made this first day of March A. D. 1951 between BANKERS TRUST COMPANY, a corporation under the laws of the state of New York, Trustee, hereinafter called "The Trustee," party of the first part, and the NORTHERN PACIFIC RAILWAY COMPANY, party of the second part,