

shall, at the election of the mortgagee, become immediately due without notice, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option upon or during the continuance of the same or any other default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may deem it necessary to prosecute or defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and legal expense in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and collect the rents issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the said Federal Farm Loan Act and acts amendatory thereof or supplementary thereto, and are subject to all the terms, conditions and provisions thereof, which acts are made a part hereof the same as if set out in full herein.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

Hal F. Marion

Ruth E Marion

STATE OF WASHINGTON,)
County of Clark) ss.

On this 26th day of April, 1951, personally appeared before me Hal F. Marion and Ruth E. Marion, husband and wife, to me known to be the individuals described in and who executed the within and 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)

C C Calavan
Notary Public in and for the State of
Washington, residing at Vancouver therein
My commission expires 5/1/54

Filed for record May 1, 1951 at 10-00 a. m. by R. J. Salvesen

John W. Wadsworth
Skamania County Auditor

#42374

Essex H. Smith to Otis Shepardson, et ux

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That ESSON H. SMITH the owner and holder of that certain mortgage bearing date the 28th day of Sept., 1944, executed by OTIS SHEPARDSON and EDITH SHEPARDSON, husband and wife, as mortgagors, to E. A. OMAN & SONS, and assigned to