## MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA— 2241

Mortgage Record Y

577

STATE OF WASHINGTON )

County of Skamania )

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 9th day of May, 1951, personally appeared before me George J. Paris and Helen M. Paris 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 May 14, 1951 at 3-00 p. m. by R. J. Salvesen

(Skamania County Auditor

#42427

Leroy D. Heard, et ux to Eva A. Schmidt

REAL ESTATE MORTGAGE

THE MORTGAGORS Leroy D. Heard and Evelyn B. Heard, husband and wife, hereinafter referred to as the mortgagor, mortgages to Eva A. Schmidt, a widow, the following described real property situate in the county of Skamania, State of Washington:

Beginning at a point 455 feet west and 30 feet north of the southeast corner of Section 20, Township 3 North, Range 8 E. W. M., said point being the southeast corner of that tract of land conveyed by deed to Alice McNeil and recorded in Book T of Deeds, Records of Skamania County, Washington, at page 578; thence north 100 feet; thence west 100 feet; thence south 100 feet to a point 30 feet north of the south line of the said Section 20; thence east 100 feet to the point of beginning.

together with the appurtenences, 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 SEVEN 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

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