

MORTGAGE RECORD-Y

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-2241

Mortgage Record Y

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forever, all of the following described real property lying and being situate in the County of Skamania, State of Washington, to-wit:

All of that portion of the north half of the southwest quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$); the northeast quarter of the southwest quarter of the southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$); and the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 25, Township 3 North, Range 7, E.W.M., which lies on the Westerly side of Farm to Market Road #2.

TOGETHER WITH ALL AND SINGULAR the privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said Mortgagee, her heirs and assigns forever.

This instrument is intended as a mortgage to secure the payment of one promissory note of even date herewith, executed by the Mortgagors to the Mortgagee in the sum of Thirty-five Hundred Dollars (\$3500.00) with interest thereon at the rate of 4% per annum in lawful money of the United States, payable as follows:

\$50.00 on the 1st day of September, 1951
\$50.00 on the 1st day of each and every month thereafter until both principal and interest shall have been fully paid, said payments to be applied first to the accrued interest on the principal balance from time to time remaining unpaid and the balance to principal.

The Mortgagors shall have the privilege of paying all or any portion of said note at any time in advance of the dates specified without penalty.

And the Mortgagors do hereby covenant and agree with the Mortgagee, her heirs and assigns as follows:

FIRST: That they are lawfully seized of said premises in fee simple, and that the same and the whole thereof are free and clear of all other or former grants, sales, liens, or encumbrances.

SECOND: That they will pay said note and interest thereon expressed when from any cause the same shall become due.

THIRD: That they will pay all taxes and assessments levied and assessed on said premises before the same become delinquent.

FOURTH: That they will maintain the premises and will not commit or suffer waste of any kind whatsoever thereon.

FIFTH: That they will keep all buildings in good repair and unceasingly insured to the full extent of their insurable value, and such policies shall have the loss payable clause to the Mortgagee as her interest may appear.

If the Mortgagors shall fail to pay the amount provided in said Promissory Note with interest, or shall fail in any respect to comply with any one of the terms of this Mortgage (time being the essence hereof, and each term, provision, condition and covenant herein being considered a material part of this Mortgage and a consideration therefor) then all moneys secured hereby shall at the election of the Mortgagee at once become due and payable without notice and this Mortgage may be immediately foreclosed and the premises sold in the manner provided by law, and the proceeds of such sale applied to the payment of such judgment, principal, interest, abstract charges for continuation of abstract, costs, attorney's fees, and advances made hereunder by the Mortgagee, if any, and the residue, if any, shall be paid to the Mortgagors.

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 be obliged to 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 expenses 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.