

MORTGAGE RECORD-Y

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SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA—2241

Mortgage Record Y

73

#39613

Sheldon E. Baxter et ux to Einer Wiitala et ux

REAL ESTATE MORTGAGE

THE MORTGAGOR Sheldon E. Baxter and Lillian Baxter, husband and wife hereinafter referred to as the mortgagor, mortgages to Einer Wiitala and Laura Wiitala, husband and wife the following described real property situate in the county of Skamania State of Washington:

Commencing at a concrete monument set in the ground at a point 800 feet west and 177 feet south of the one quarter corner on the east line of section 26, tp. 2 N.R. 6 E.W.M. thence running south 48.45 feet; thence west 5.68 feet to the initial point; thence from said initial point North 37 deg. 29 min. West 12 feet; thence south 62. deg. 9 min. West 291.85 feet; thence south 68 deg. 41 min. West 147.9 feet; thence south 56 deg. 29 min. West 96.80 feet; thence south 1 deg. 47 min. west 52.15 feet; thence south 5 deg. 10 min East 816.39 feet; thence north 69 deg. 30 min. east 548.00 feet; thence north 3 deg. 50 min. west 238.04 feet; thence north 1 deg. 50 min. east 190.61 feet; thence north 23 deg. 22 min. east 47.65 feet; thence north 68 deg. 26 min. west 238.94 feet; thence north 16 deg. 42 min. east 364 feet to the initial point. (the last three courses above given coincide with the westerly line of tract heretofore conveyed to Leonard Forsythe and Noma Forsythe his wife, by deed recorded at page 343 Book Z of deeds)

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 Twenty-eight 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 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

Satisfied
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