

they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial Seal affixed)

C E Terry
Notary Public for Oregon
Residing at LaFayette, Oregon
MY COMMISSION EXPIRES NOVEMBER 2, 1952

Filed for record December 24, 1951 at 10-10 a. m. by Ed Hollis.

John C. Nachter
Skamania County Auditor

RELEASED

#43362

9-11-74

George L. Nygaard et ux to Bank of Stevenson

REAL ESTATE MORTGAGE

THE MORTGAGORS, George L. Nygaard and Violet P. Nygaard, husband and wife, hereinafter referred to as the mortgagor, mortgages to Bank of Stevenson, a corporation, the following described real property situate in the county of Skamania, State of Washington:

Beginning at a point which is 924.76 feet west and 441.14 feet south of the northeast corner of Section 21, Township 2 North, Range 7 E. W. M. as set and described by a survey made in March, 1937, by Clark A. LaBarre and F. W. Lawrence; thence south 79° 45' east a distance of 31.62 feet to the westerly line of the Hattie L. Brown tract; thence north 00° 48' west along the westerly line of the said Brown tract a distance of 163 feet; thence north 79° 45' west a distance of 100 feet; thence south 00° 48' east and parallel to the westerly line of the said Brown tract a distance of 163 feet; thence south 79° 45' east a distance of 68.38 feet to the point of beginning.

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 SIX 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