

#43196

Lester McConkey et ux to Mabelle J. VanVleet

## MORTGAGE

THIS MORTGAGE, Made this 1st day of November, 1951, by Lester McConkey and Marie McConkey, husband and wife, Mortgagors, to Mabelle J. Van Vleet, a single person, Mortgagee,

WITNESSETH, That said mortgagors, in consideration of Five Thousand (\$5,000.00)---Dollars, to them paid by said mortgagee, do hereby grant, bargain sell and convey unto said mortgagee, her heirs, executors, administrators and assigns,

All of the timber lying, standing and being upon the following described tract of land in the County of Skamania State of Washington, to-wit:

The Southwest quarter of the Southwest quarter of Section 32, Township 7 North, Range 6 East of the Willamette Meridian,

TO HAVE AND TO HOLD the said timber unto the said mortgagee, her heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note, of which the following is a substantial copy:

\$5,000.00

Portland, Oregon. November 1 1951

Sixty days after date without grace I promise to pay to the order of Mabelle J. Van Vleet At Portland, Oregon Five Thousand and no/100 (\$5,000.00)---Dollars in lawful money+ of the United States of America of the present standard value, with interest thereon, in like lawful money, at the rate of -- per cent, per ---- from ---- until paid, for value received, Interest to be paid --- and if not so paid the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this Note. And in case suit or action is instituted to collect this Note, or any portion thereof of \_\_\_\_\_ promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the Court may adjudge reasonable as Attorney's fees to be allowed in said suit or action.

No.  
Due January 1, 1952.

(Sgd) LESTER McCONKEY  
(Sgd) MARIE McCONKEY

And said mortgagors covenant to and with the mortgagee her heirs, executors, administrators and assigns, that they are lawfully owners of said timber and have a valid, unencumbered title thereto and will warrant and forever defend the same against all persons; that they will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid they will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and payable and before the same may become delinquent; that they will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that \_\_\_\_\_ will not commit or suffer any waste of said premises.

Now therefore, if said mortgagors shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be

Satisfied  
BK Z  
Pg 142