

45703

This Indenture, Made this 6th day of July 800K 28 PAGE 321
 in the year of our Lord, one thousand nine hundred and fifty three
 BETWEEN Irene White, a single woman

part Y of the first part, and Len Briggs and Nelle Briggs, husband and wife

part ies of the second part:
 WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of Three Thousand and no/100 DOLLARS, lawful money of the United States, to her in hand paid by the said part ies of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Warrant unto the said part ies of the second part, and to their heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit:

That portion of the southwest quarter of Section 17, Township 1 North, Range 5 E. W. M. described as follows: Beginning at a point on the south line of said Section 17; a distance of 1850 feet east of the southwest corner of said Section 17; thence north 268.5 feet more or less to the southerly right of way line of State Highway No. 8; thence in an easterly direction along the southerly line of said right of way to the center line running north and south through said Section 17; thence south along the said center line to the quarter corner on the south line of said Section 17; thence west along the south line of said Sec. 17 to the point of beginning.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.
 THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Three Thousand and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of six per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date July 6th, 19 53, made by the party Y of the first part hereunto, payable, Forty and no/100 Dollars on August 6th 1953 and an equal amount on the 6th of each month thereafter until the entire balance is paid in full. Interest included in these monthly payments after date to the order of Len Briggs and Nelle Briggs

and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said part ies of the second part, their heirs executors, administrators or assigns may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured.

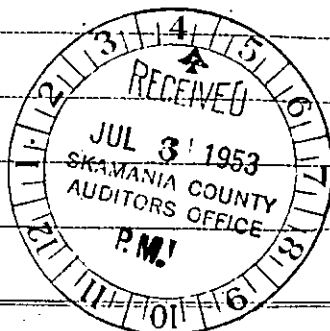
In any suit or other proceeding which may be had for the recovery of the amount due, on either said note or this mortgage, said part ies of the second part, their heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of a reasonable sum attorney's fees, to be taxed as part of the costs in such suit as well as payments which said part ies of the second part, their heirs, executors, administrators and assigns may be obliged to make for or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

The party Y of the first part agree S to keep the property insured in the sum of \$3000.00, payable to the party ies of the second part as their interests may appear.

In case of the foreclosure of this mortgage, the part ies of the second part, their heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

IN WITNESS WHEREOF, the said part Y of the first part ha S hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of



Irene White (SEAL)

(SEAL)

(SEAL)

(SEAL)

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