

83609

MORTGAGE

BOOK 54 PAGE 2

THE MORTGAGOR, VIOLET M. DEVANEY, a widow, mortgages to GRACE H. HARDING, a single woman, to secure payment of the sum of SEVEN HUNDRED AND FIFTY DOLLARS (\$750.00), according to the terms of a promissory note bearing date February 16, 1977, a copy of which is attached hereto and by reference made a part hereof, the following described real estate

situated in the County of Skamania, State of Washington: The following described real property located in Skamania County, State of Washington, to-wit: A tract of land located in the West Half of the Northeast Quarter of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 34, Township 2 North, Range 6 E.W.M., more particularly described as follows: Beginning at a point 662.6 feet west of the northeast corner of the said Section 34; thence west 247.4 feet; thence south 00°13' east 725.5 feet; thence south 42°56' east 138.5 feet; thence south 06°54' west 121.0 feet; thence west 97.0 feet; thence south 00°13' east 340 feet to the south line of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of said Section 34; thence south 87°54' east 266.0 feet; thence north 00°13' west 1,301.0 feet to the point of beginning; EXCEPT that portion thereof conveyed to Louis J. Platt and Helen C. Platt, husband and wife, by deed dated April 10, 1951; AND EXCEPT that portion thereof conveyed to Gordon M. Bergstrom and Lucille Bergstrom, husband and wife, by deed dated December 17, 1954.

And the mortgagor promises and agrees to pay before delinquency all taxes, special assessments and other public charges levied, assessed or charged against said premises, and to keep all improvements on said described premises insured against loss or damage by fire to the extent of the full insurable value thereof, for the benefit of the mortgagee and to deliver all policies and renewals to the mortgagee.

In case the mortgagor shall fail to pay any installment of principal or interest secured hereby when due or to keep or perform any covenant or agreement aforesaid, then the whole indebtedness hereby secured shall forthwith become due and payable at the election of the mortgagee.

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 fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure.

Each mortgagor consents to a deficiency judgment for any portion of the debt, fees or cost not satisfied from proceeds of the foreclosure.

IN WITNESS WHEREOF, the mortgagor has hereunto set her hand and seal this 16th day of February, 1977.

WITNESS
STATE OF WASHINGTON) ss:
County of Clark
Multnomah

On this day personally appeared before me VIOLET M. DEVANEY, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of February, 1977.

AFTER RECORDING RETURN TO:
Miss Grace Harding
2606 NE 19th Ave.
Portland, OR 97212

Grace Harding
Notary Public for Washington Oregon
My commission expires: March 22, 1977

DEBTS

BOOK 54 PAGE 3

\$ 750.00 **Skamania, Washington** **February 16** **19 77**

I (or if more than one-maker) we, jointly and severally, promise to pay to the order of
GRACE H. HARDING

at Portland, Oregon

--SEVEN HUNDRED AND FIFTY and no/100-- **DOLLARS.**

with interest thereon at the rate of **7%** percent per annum from **date** until paid, payable in **monthly** installments of not less than **\$ 20.00** in any one payment; interest shall be paid **monthly** and **beginning on** the minimum payments above required; the first payment to be made on the **16th** day of **March** 19 **77**, and a like payment on the **16th** day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, I we warrant and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action is pending, any appeal therein, is tried, heard or decided.

* Strike words not applicable.

s/ Violet R. DeValey

FORM No. 217--INSTALLMENT NOTE



STATE OF WASHINGTON OF
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY
Violet R. DeValey
OF Portland, Oregon
AT Portland, Oregon
WAS RECORDED IN BOOK 54
OF Page 3 AT P.M. 2
RECORD OF SKAMANIA COUNTY, WASH.
COUNTY CLERK
BY [Signature] REC'D

REGISTERED
INDEXED: <u>DM</u>
INDIRECT:
RECORDED:
COMPARED:
FILED: