

Satisfied
Pg 395 BK N

Ballard to Bank ✓

This Indenture made this 22nd day of September in the year of our Lord one thousand nine hundred and eleven between Grant Ballard and Loretta Ballard his wife, the parties of the first part, and Bank of Stevenson a corporation, the party of the second part Witnesseth: That the said parties of the first part for and in consideration of the sum of seven hundred dollars gold coin to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain sell and convey unto the said party of the second part and to its successors and assigns the following describe tract or parcel of land situated in the County of Skamania State of Washington to-wit:

That certain unplatted tract of land in the town of Stevenson in said County and State bounded as follows: Commencing at a point seventy three (73) feet north east of the northeast corner of the east truss of the Rock Creek Bridge on the north side of Vancouver Road, thence running at right angles 100 feet in a northwesterly direction to a large boulder two (2) feet high, thence in a southeasterly direction at right angles 100 feet to the east truss of the Rock Creek Bridge; thence Northeasterly along the north line of Vancouver Road to the place of beginning. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the above granted premises unto the said party of the second part its successors and assigns forever. This conveyance is intended as a mortgage to secure the payment of seven hundred dollars together with interest at the rate of 10 per cent per annum from date until paid according to the terms and conditions of one certain promissory note bearing even date (Sept. 22, 1911) made by Grant Ballard and Loretta Ballard his wife payable on or before 1 year after date to the order of Bank of Stevenson a corporation, and these presents shall be void if such payment be made according to the terms and conditions thereof. And in case default be made in the performance of any of the covenants herein contained or in the payment of either of the principal or interest of said note or any part thereof, according to the terms of said note or upon refusal of the mortgagors their heirs executors or assigns to repay upon demand any charges made against the above described premises, or any part thereof, on account of taxes, insurance or other lawful assessments, the holder hereof and the note secured hereby may immediately declare the whole of said principal and interest, taxes, insurance charges or other assessments immediately due and may thereafter in any manner provided by law foreclose this mortgage for the whole amount due on account of principal interest taxes assessments insurance or other lawful assessments. And in any suit or other proceedings that may be had for the recovery of said principal and interest on either said note or this mortgage it shall and may be lawful for said party of the second part its successors or assigns to include in the judgment that may be recovered (in addition to the costs provided by law) counsel fees and charges of attorneys and counsel employed in such foreclosure suit such sum as the court may adjudge reasonable, as well as all payments that the said party of the second part its successors or assigns may be obliged to make for ita or their security on account of any taxes, insurance incumbrances or assessments of any kind on the said premises or any part thereof. It is hereby expressly stipulated and agreed between the parties hereto, their heirs executors and administrators or assigns that in case of foreclosure of this mortgage that the said party of the second part its successors or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining unpaid upon account of the indebtedness secured hereby, including taxes insurance or other lawful assessments after applying to