

## UDELL TO SWISHER

THIS INDENTURE, Made this 24th day of July in the year of our Lord one thousand nine hundred and thirteen Between C.W.Udell, and Grace A.Udell, husband and wife parties of the first part and H.Swisher party of the second part: Witnesseth, That the said parties of the first part, for and in consideration of the sum of Six hundred and no/100 Dollars lawful money of the United States, 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, Convey and Warrant unto the said party of the second part, and to his 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, towit:

Lots 17, 18, 19, 20, 21 and 22 in Block Number four of the Original Town of Stevenson, according to official plat on file in the County Auditor's office of Skamania County together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

This Conveyance is intended as a Mortgage to secure the payment of Six Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of eight per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date July 24th 1913, made by Grace A.Udell and C.W. Udell payable Ninety days after date to the order of H.Swisher 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 party of the second part, his 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 party of the second part, his heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum the court will adjudge reasonable as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said party of the second part, his heirs, executors, administrators and assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage, the party of the second part, his 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 parties of the first part have hereunto set their hands

and seals the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of

R.M. Wright

C.W. Udell (Seal)

Grace A.Udell (Seal)

State of Washington, )  
County of Skamania. ) ss

I, R.M.Wright a Notary Public in and for the said State, do hereby certify that on this 25th day of July, 1913, personally appeared before me C.W.Udell and Grace A.Udell to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal)

(Commission expires May 9, 1916

R.M.Wright, Notary Public in and for the  
State of Washington, residing at Stevenson in said Co.

Filed for record by H. Swisher on Oct. 23, 1913 at 8:30 A.M.

H. Swisher, Co. Auditor.