

MORTGAGE RECORD S
SKAMANIA COUNTY WASHINGTON

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MORTGAGE

Jannet A. Smith To Mountain Lodge No. 172 I. O. O. F.

This Indenture, Made this 4th day of September in the year of our Lord one thousand nine hundred and twenty eight

BETWEEN Jannet A. Smith party of the first part, and Mountain Lodge #172 Independent Order of Odd Fellows of Stevenson, Wash. a corporation party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Eight hundred and no/100 DOLLARS, lawful money of the United States, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to its successors, heirs and assigns, the following described tracts or parcels of land, lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit:

Lots one (1) and Two (2) Block Seven (7) of the Town of Stevenson according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Eight hundred and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of 7 per cent. per annum from date until paid, according to the terms and conditions of four certain promissory notes, bearing date April 1st, 1928, made by the party of the first part hereto, payable #1 on or before October 1st 1928; #2 on or before April 1st 1929, (each for \$175.00); #3 for \$225.00 on or before October 1st 1929; #4 for \$225.00 on or before April 1st 1930 after date to the order of Mountain Lodge #172 I. O. O. F of Stevenson, Wash. 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 notes, 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, its successors 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 notes or this mortgage, said party of the second part, its successors or assigns shall have the right to have included in the judgment which may be recovered, the sum the Court may 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, its successors and assigns may be obliged to make for its 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 first party agrees to keep the property in insurable condition.

The party of the first part agrees to keep the property insured in the sum of \$1200.00, payable to the party of the second part as its interests may appear.

In case of the foreclosure of this mortgage, the 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 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 party of the first part has hereunto set her hand and seal the day and year first above written.

Jannet A. Smith (SEAL)

Signed, sealed and Delivered in the Presence of