

16230

Martha McKenzie to Hedwig Nelson

THIS INDENTURE Made this 8th day of February in the year of our Lord One thousand nine hundred and twenty-nine BETWEEN Martha McKenzie unmarried party of the first part, and Hedwig Nelson party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of four hundredx and fifty-five (\$455.00) 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 her 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:

Commencing at a point which is 209 feet East and 209 feet north of the southwest corner of the northeast quarter of the northeast quarter of Sec. 29 Twp. 3 N. R. 8 E. W.M. running thence North 50 feet, thence East 100 feet, thence south 50 feet, thence West 100 feet to place of beginning., together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is inteded as a MORTGAGE to secure the payment of Four Hundred and Fifty-five Dollars, lawful money of the United States, together with interest thereon at the rate of 8 per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date February 8th, 1929, made by the party of the first part hereto, payable three years after date to the order of Hedwig Nelson 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, her 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, her heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$50.00 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, her heirs, executors, administrators and assigns may be obliged to make for herself 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 of the first part agrees to keep the property insured in the sum of \$400.00, payable to the party of the second part as her interest may appear.

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

Signed, Sealed and Delivered in the Presence Of:

Jos. Gregorius

Martha McKenzie (Seal)