

#16249

R. E. FLANIGAN TO BANK OF STEVENSON

THIS INDENTURE, Made this 7th day of March in the year of our Lord one thousand nine hundred and thirty Between R. E. Flanigan, a widower, party of the first part, and Bank of Stevenson, a corporation, party of the second part:

WITNESSETH, That the said part of the first part, for and in consideration of the sum of Four Hundred and Fifty & no/100 Dollars, lawful money of the United States, to him 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 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;

Beginning at the Southwest corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 20 tp 3 N Range 8 E. W. M., thence south 65 rods to the northwest corner of the land described, thence east 80 rods, thence south 20 rods, thence west 80 rods, thence north 20 rods to the place of beginning containing 10 acres, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Four Hundred and Fifty & no/100 Dollars, lawful money of the United States, together with interest thereon 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 date March 7th, 1930, made by the party of the first part hereto payable on or before six months, 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. 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, its 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, its heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$ 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 heirs, executors, administrators 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 party of the first part agrees to keep the property insured in the sum of \$----- payable to the part of the second part as interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, its 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 his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

R. E. Flanigan (Seal)

Satisfaction of Mortgage Dated June 11, 1930. Recorded Book 3 of Mortgages Page 489