

MORTGAGE RECORD S
SKAMANIA COUNTY WASHINGTON

491

#16537-Mortgage

Catharine Wright et vir to S. R. Birdwell

THIS INDENTURE, Made this 20th day of June in the year of our Lord one thousand nine hundred and Thirty BETWEEN Catharine Wright and R. M. Wright, her husband parties of the first part, and S. R. Birdwell party of the second part:

WITNESSETH, That the said part of the first part, for and in consideration of the sum of TWENTY TWO HUNDRED 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, to-wit:

Beginning at the North East corner of a tract of land deeded by Peter Olson and wife to T. C. Avary, said deed being recorded in Book H of the Records of Deeds for Skamania County, Washington at page 603; thence East 140 feet; thence South 230 feet parallel to T. C. Avary's East line; thence West 140 feet; thence North along T. C. Avary's East line to point of beginning, all in Section 36, Twp., 3 North, Range 7 E.W.M. together with all and singular tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of TWENTY TWO HUNDRED DOLLARS, lawful money of the United States, together with interest thereon at the rate of seven per cent. per annum from date until paid, according to the terms and conditions of a certain promissory note, bearing date June, 1930, made by Catharine Wright and R. M. Wright payable on or before sixty nine months after date to the order of S. R. Birdwell 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 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, his heirs, executors administrators and assigns may be obliged to make for them 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 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 Catharine Wright (Seal)
R. M. Wright (Seal)

Satisfied
BK 4
Pg 579