

16899-Mortgage

Chas H. Bigham to Julia Di Angelo

THIS INDENTURE, MADE this 17th day of November in the year of our Lord one thousand nine hundred and thirty BETWEEN Charles H. Bigham, a bachelor party of the first part, and Julia Di Angelo party of the second part WITNESSETH, that the said party of the first part, for and in consideration of the sum of Three Hundred and 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 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:

Beginning at the sw corner of the NE $\frac{1}{4}$ of sec, 9 Tp 1 N R 5 E, W.M., running thence north 25 rods; thence east 30 rods; thence north 55 rods; thence east 50 rods; thence south 80 rods; thence west 80 rods to the place of beginning, excepting one acre, more or less lying north of the county road.

Also: All of the following described tract of land lying north of the county road; Beginning at a point 25 rods north of the Sw corner of the NE $\frac{1}{4}$, Sec. 9 Tp 1 N R 5 E, W.M., and running thence east 30 rods, thence north 55 rods, thence west 30 rods, thence south 55 rods to the place of beginning, containing 4 $\frac{1}{2}$ acres more or less, together with all and singular the tenements, Hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a mortgage to secure the payment of Three Hundred and no/100 dollars, lawful money of the United States, together with interest thereof 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 November 17th 1930, made by the party of the first part hereto, payable on or before three years after date to the order of Julia Di Angelo and these presents shall be void if such payments 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 judgement which may be recovered, the sum of that the court may adjudge reasonable as attorneys 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 her or their security by insurance or on account of any taxes, charges, encumbrances 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 \$500.00, 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 judgement 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. Charles H. Bigham (seal).
Signed sealed and delivered in the presence of

Notified
BK V
Pg 240

Assignment recorded 4-22-34
in Book 7 of Mortgage Pg 585
Mortgage Book Clerk - Auditor
Skamania Co.