

#17204

Mary V. Olsen Lane to J. A. Lauterbach et al

This Indenture, Made this 18th day of April in the year of our Lord one thousand nine hundred and thirty-one between Mary V. Olsen Lane the party of the first part and J. A. Lauterbach and Wm. R. Lauterbach parties of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of Two Hundred Eleven and 19/100 dollars gold coin of the United States, toher in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL, CONVEY and CONFIRM unto the said parties of the second part, and to their heirs and assigns, the following described tract, or parcel of land, lying and being in the County of Skamania State of Washington and particularly bound-ed and described as follows, to-wit:

Lots numbered Seventeen (17) and Eighteen (18) in Block number One (1) of the First Addition to the Town of Underwood, Skamania County, State of Washington, according to the official plat thereof now on file and of record in the office of the Auditor of said Skamania County.

(The party of the first part, the said mortgagor, covenants that the above de-scribed premises are her separate property free from all community interests and that she has good right to sell and convey the same)

Together with all and singular the tenements, hereditaments and appurtenances there- unto belonging.

This Conveyance is intended as a Mortgage to secure the payment of Two hundred Eleven and 19/100 Dollars, gold coin of the United States, together with interest thereon in like gold coin at the rate of six per cent, per annum from date until paid, according to the tenor of one certain promissory note bearing even date herewith made by Mary V. Olsen Lane payable in installments of not less than \$30.00 per month commencing May 15th, 1931 to the order of J. A. Lauterbach and and Wm. R. Lauterbach 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 parties of the second part their executors, administrators and assigns, are hereby authorized to declare all of said sums at once due and payable and empowered to sell the said premises, with all and every of the appurtenances or any part, thereof in the man- ner prescribed by law, and out of the money arising from such sale to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said party of the first part her heirs or assigns. And in any suit or other proceeding that may be had for the recovery of said prin- cipal sum and interest, on either said note or this mortgage, it shall and may be lawful for the said parties of the second part their heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of reasonable allowed by the Court dollars in gold coin (or in case of settlement or payment being made after suit has commenced, and before the final decree has been entered thereon, an attorney's fee of to be mutually agreed dollars in gold coin shall be taxed as part of the costs in such suit), as well as all payments that the said parties of the second part their heirs, executors, administrators or assigns may be obliged to make for their 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 party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in presence of
H. C. Bradley

Mary V. Olsen Lane (seal)