

MORTGAGE RECORD S
SKAMANIA COUNTY WASHINGTON

601

#17233

N. O. Anderson et ux to Stephen A. Hutton

This Indenture, Made this 13th day of May in the year of our Lord one thousand nine hundred and Thirty-one, between N. O. Anderson and Christine Anderson, husband and wife parties of the first part; and Stephen A. Hutton party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Fifteen Hundred and no/100 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:

Tracts three (3) four (4) and five (5) of Normandy Tracts as the same appears of record in the office of the Auditor in and for said Skamania County, in the plat book at page 82; said lots being in Section 15, T. 2 N. R. 7 E. W. M.

Also a plot of ground twenty five feet square around and including a spring located 1100 feet in a northwesterly direction from the northwest corner of said lot five, together with an easement to lay, maintain and operate a pipe line over and across the intervening land between said Lots four and five and the said spring.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

This conveyance is intended as a mortgage to secure the payment of Fifteen Hundred and no/100 Dollars lawful money of the United States, together with interest thereon 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 May 13th, 1931, made by the parties of the first part hereto, payable on or before three years after date to the order of Stephen A. Hutton 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 his 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 parties of the first part agree to keep the property insured in the sum of \$1800.00 payable to the party of the second part as his interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, his 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Notations recorded May 28, 1931.
Book 1 of Mortgage page 605.
Filed for record, C. Auditor

Admitted
Ex V
Pg 487