

MORTGAGE RECORD S

SKAMANIA COUNTY WASHINGTON

607

may perform them, without waiving any other right or remedy herein given for any such breach; and all expenditures in that behalf shall be secured by this mortgage, and bear interest at the rate of ten per cent per annum, and be repayable by the mortgagors on demand.

In case of default in the payment of any instalment of said debt, or of a breach of any of the covenants herein contained, then the entire debt hereby secured shall, at the mortgagee's option, become immediately due without notice, and this mortgage may be foreclosed. Any instalment not paid when due shall bear interest at the rate of ten per cent per annum until paid and shall be secured hereby.

The mortgagors shall pay the mortgagee a reasonable sum as attorney's fees in any suit that may be lawfully brought for the foreclosure of this mortgage, and in any suit which the mortgagee, to protect the lien hereof, is obliged to defend; and shall pay such reasonable cost of searching records and abstracting the same as may necessarily be incurred in foreclosing this mortgage or defending the same; which sums shall be secured hereby and may be included in the decree of foreclosure.

The mortgagors consent to a personal deficiency judgment for any part of the debt hereby secured which shall not ^{be} paid by the sale of said property.

The mortgagors, their grantees, or assigns, expressly waive any and all exemptions allowed by law, including homestead right, and agree to give the mortgagee, or its assigns, immediate possession of the property upon the issuance of a Sheriff's Certificate of Purchase, and that, in the event of sale, or assignment of said property ^{by} the mortgagor, that the grantee or vendee must assume and agree to pay this mortgage, and in the event that it is not done the whole of said mortgage shall at once become due and payable at the option of the mortgagee.

Dated at Vancouver, Washington May 27th, A. D. 1931.

Witnesses:

N. O. Anderson
Christine Anderson

STATE OF WASHINGTON)
COUNTY OF CLARK) ss

I, the undersigned, do hereby certify that on this 27th day of May, A. D. 1931, before me personally appeared N. O. Anderson and Christine Anderson, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, this 27th day of May, A. D. 1931.

(Notarial seal affixed)

F. S. Johnson
Notary Public in and for the State of
Washington, residing at Vancouver in said
County.

Filed for record May 28, 1931 at 3-00 o'clock p. m. by Raymond C. Sly

Mabel J. Osse
County Auditor.

#17284

Wm. Higgins and wife to Edward Gardner

In the Matter of State Road No. 8
Collins to Cook

Know all Men by these Presents, That William Higgins and Mary Higgins, husband and wife, of Portland, Oregon, do hereby certify that the following described real property situate, lying and being in Skamania County, State of Washington, to-wit:

All that part of Lot five (5) section thirty-one (31), township three (3) North Range nine (9) east, Willamette Meridian, North of the Seattle, Portland and Spo-