## MORTGAGE RECORD S

## SKAMANIA COUNTY WASHINGTON

Witnesseth, That the said party of the first part, for and in consideration of the > sum of Three Thousand and no/100 Dollars, lawful money of the United States, to it 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 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 bound ed and described as follows, to-wit:

Lots 29 and 30 Block 6 and Lots 1 and 2 and five feet off the East side of Lot 3 in Black 9 of the Town of Stevenson, according to the recorded plat thereof on file in the office of the Auditor of Skamania County, Washington, together with the appurtenances, easements, franchises and privileges thereunto belonging or owned and used by the mortgagor in connection therewith.

All personal property of every kind and description owned by the mortgagor and contained in the buildings upon the above described real property, or upon said premises, including all office furniture and fixtures, all trade fixtures, all oil and gasoline container, tanks and pumps.

All personal property belonging to the said mortgagor contained in the buildings or upon the premises leased from the mortgagee, being lots 31 and 32 block 6 of the Town of Stevenson, including all shop furniture and fixtures, machinery tools and equipment.

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 Thousand and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of eight (8) per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date April 20, 1931, made by the party of the first part thereto, payable on or before five (5) years after date to the order of Bertha Gordon 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 therof, 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 upon 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 khall have the right to have included in the judgment which may be recovered, the sum the court may adjudge 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, her 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.

The party of the first part agree to keep the property insured in the sum of \$5000.00 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 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 Testimony Whereof the party of the first part has caused these presents to be duly executed by its lawfully authorized officer the day and year first above written.

(Corporate seal affixed)

McKeighan & Wachter Company By Frank A. Wachter, President Bertha Gordon, Secretary.

Attest: