

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

#18375

Winnifred Metzger to Frank Konopski

This Indenture, Made this 20th day of January in the year of our Lord one thousand nine hundred and thirty three between Winnifred Metzger party of the first part, and Frank Konopski party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Six Hundred and no/100 Dollars, lawful money of the United States, to her in hand paid by the said part_ of the second part, the receipt whereof is hereby acknowledged, does by these presents GRANT, BARCAIN, 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:

All of that tract of land bounded on the North by the Old State Road, or "Evergreen Highway", on the South by the new (1928) State Road No. 8, or "North Bank Highway", running along said highways terminating in an easterly sharp point and in a westerly sharp point where the said two highways join each other, in Lot No. one (1) section No. eleven (11), township one (1) north, range five (5) East Willamette Meridian, containing one (1) acre, 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 Six Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of five per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date January 20th, 1933, made by the party of the first part hereto, payable on or before five years after date to the order of Frank Konopski 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 that 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, 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 party of the first part agrees to keep the property insured in the sum of \$750.00 payable to the party of the second part as his interest 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 party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of

Winnifred Metzger (seal)

I hereby cancel this Mortgage this 4th day of Dec. 1935
same having been fully paid and discharged

Winnifred Metzger
County Auditor