

MORTGAGE RECORD T  
SKAMANIA COUNTY, WASHINGTON

267

JOHNSON-COX COMPANY, PRINTERS, TACOMA — 42256

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two Thousand 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 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 bounded and described as follows, to-wit:

Beginning at the southwest corner of Lot 9 Normandy Tracts, according to the official plat thereof, thence N. 35° 15' W 568 feet, thence N. 54° 45' E. 20 feet, thence N. 35° 15' W 767 feet, thence South 1590 feet to the right of way of State Road No. 8, thence N. 54° 45' E 930 feet to the place of beginning, containing 15.6 acres, more or less, it being understood and agreed that there is a spring situate upon the said property near the northerly terminus of the first course above described, all the water of which shall be conveyed.

Subject to easement for water pipe granted to N. O. Anderson.

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

This Conveyance is intended as a Mortgage, to secure the payment of Two Thousand and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 8 per cent per annum from date for the first year, thereafter seven per cent until paid, according to the terms and conditions of one certain promissory note, bearing date January 6th, 1934, made by J. R. Phillips and Bertha Phillips payable two years after date after date to the order of Myrtle Attwell 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, her 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, her 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, her heirs, executors, administrators and assigns may be obliged to make for her or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof. Insurance to be carried in the sum of at least \$1300.00 upon dwelling house now on said premises, by first parties.

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 Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered  
in the presence of

J. R. Phillips (seal)  
Bertha Phillips (seal)

Satisfied  
BK U  
Pg 433

Don't put in release of this mortgage  
page 433 of map filed in  
title office of Skamania County