

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

445

Given under my hand and official seal the day and year last above written.

(Notarial Seal Affixed)

Raymond C. Sly
Notary Public in and for the State of
Washington, Residing at Stevenson,
My Commission expires January 31, 1939.

Filed for record May 10, 1935 at 4:00 P.M. by R.C.Sly.

Mabel J. Fosse
Skamania County, Clerk-Auditor.

By Frank A. Wachter
Deputy.

#20727

Thomas W. Runnels et ux to Bank of Stevenson

This Indenture, made this 25th day of May, 1935, between Thomas W. Runnels and Josephine N. Runnels, his wife, parties of the first part, and Bank of Stevenson, a corporation, party of the second part:

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Three Hundred Fifty-four and 00/100 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 its successors 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:

South half of northwest quarter of southeast quarter and west half of southwest quarter of southeast quarter, section six, township three north, range eight east of Willamette Meridian,

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 Hundred Fifty-four and 00/100 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 25, 1935, made by parties of the first part, payable in monthly installments of \$25.00 each, commencing July 1, 1935, to the order of Bank of Stevenson, 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, its successors 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, its successors or assigns, shall have the right to have included in the judgment which may be recovered a reasonable sum 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, its successors and assigns may be obliged to make for its 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 covenant and agree to and with the party of the second part that they are the owners in fee simple of the said premises; that the same are free from all incumbrances, save and except a first mortgage to the party of the second part dated October 8, 1934, to which this mortgage is subject and given as security for ex-