

MORTGAGE RECORD T

SKAMANIA COUNTY, WASHINGTON

particularly bounded and described as follows, to-wit:

All that part of the Northeast quarter (NE $\frac{1}{4}$) of the northwest quarter (NW $\frac{1}{4}$) of Section ten (10), township one (1), north range five (5) East Willamette Meridian, lying east of the highway formerly designated as State Road No. 8 or Evergreen Highway as the same was located, established and known on the 17th day of June, 1919.

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

This conveyance is intended as a mortgage to secure the payment of Sixty-five and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of six per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date March 5th, 1934, made by Nick Martell payable one year after date to the order of Aleck Martelli and May Martelli, his wife, 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 parties of the second part, their 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 parties of the second part, their heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$ reasonable as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said parties of the second part their heirs, executors, administrators and assigns may be obliged to make for themselves 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 \$ payable to the parties of the second part as their interest may appear.

In case of the foreclosure of this mortgage, the parties of the second part, their 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 have hereunto set their hands and seals the day and year first above written.

Signed, sealed and
delivered in the presence of

RELEASED

*Satisfaction
Recorded 2/23/67
Book 45, Page 435
Bond 779 Bonds*

Nick Martell (seal)

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

NO 2/23/67
SKAMANIA COUNTY AUDITOR
S. Little

Personal certificate of acknowledgment.

On this day personally appeared before me Nick Martell, a single man, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of March, A. D. 1934.

My commission expires on the 30th day of January, 1935.

(Notarial seal affixed)

Raymond C. Sly
Notary Public in and for the State of