

MORTGAGE RECORD T  
SKAMANIA COUNTY, WASHINGTON

451

JOHNSON-COX COMPANY, PRINTERS, TACOMA—42956

Washington, residing at Stevenson.

Filed for record June 3, 1935 at 1-05 p.m. by Louis Martell.

*M. J. Case*  
Skamania Co. Clerk and Auditor.

#20751

Grace Mackey et vir to Sam Angelo et ux

This Indenture, made this 21st day of May in the year of our Lord one thousand nine hundred and thirty-five between Grace Mackey and John J. Mackey, wife and husband parties of the first part, and Sam Angelo and Julia Di Angelo, parties of the second part

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Three hundred and no/100 Dollars, lawful money of the United States, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL, CONVEY and WARRANT unto the said parties of the second part, and to their 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:

The SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Sec. 3 in Tp. 1 N., of R. 5 E. of W. M., excepting therefrom  $\frac{1}{2}$  acre heretofore conveyed to Cape Horn Grange No. 70 as shown by deed recorded in book 0 at page 307 deed records of said Skamania County, and water right to the effect that the water running from the Spring above the house on said premises shall be free to all the residents on the SW $\frac{1}{4}$  of Sec. 3, tp. 1 N. of R. 5 E. of W. M.;

Also, the NW $\frac{1}{4}$  of NW $\frac{1}{4}$  of sec. 10 in tp. 1 N. of range 5 E. of W. M., (Subject to right of way to Northwestern Electric Company. Also subject to a prior mortgage in the sum of \$700.00 given to James B. Nevlin.)

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 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 until paid, according to the terms and conditions of one certain promissory note, bearing date May 21, 1935, made by parties of first part payable on or before one year after date to the order of the parties of the second part 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 such sum as 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 parties of the second part, their heirs, executors, administrators and assigns may be obliged to make for their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

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

*Witnessed by me, J. J. Mackey, wife and husband of Grace Mackey, parties of the first part, and Sam Angelo and Julia Di Angelo, parties of the second part, this 21st day of May, 1935.*