

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Ninety and 00/100 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 October 10th, 1935, made by parties of the first part payable on or before two years after date to the order of W. B. Bender and these pre-
be made according to the terms and conditions thereof. But in case of default be made in the
payments shall be void if such 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, 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, 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, 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.

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 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

Goldie Davison (Seal)

Chester Davison (Seal)

State of Washington,)
County of Skamania.) ss

PERSONAL CERTIFICATE OF ACKNOWLEDGMENT

On this day personally appeared before me Chester Davison and Goldie Davison, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of October, A.D. 1935

My Commission expires on the 31st day of January, 1939.

(Notarial Seal affixed)

Raymond C. Sly
Notary Public in and for the State of
Washington, residing at Stevenson,
Washington.

Filed for record October 11, 1935 at 4-12 p.m. by Raymond C. Sly.

Mabel J. Rose
Skamania County, Clerk-Auditor.

#21424

Copeland Lumber Co. to Joseph S. Jett et ux