

MORTGAGE RECORD T

SKAMANIA COUNTY, WASHINGTON

as the same was laid out and established on the 11th day of October 1909, to a point 1007 feet distant from and north 55 deg. 30' E. to the place of beginning, thence South 799 feet, to a point on a rock ledge (witness a fir tree two feet in diameter N 40 deg. W 3 feet distant); thence South 60 deg. 30' W 370 feet along the edge of the rock ledge thence South 300 feet; thence South 75 deg. 30' W 520 feet, thence North 840 feet to the place of beginning. Excepting from the above a strip of land across the same heretofore deeded to the Spokane, Portland and Seattle Railway Company, and excepting also all the minerals of whatsoever nature. Together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all the grants, rights, easements and privileges contained in and granted by the deed conveying said premises, made by John F. Sweeney and Mary E. Sweeney, his wife, to C. M. Youmans, dated October 11th, 1909, and recorded in the office of the County Auditor of Skamania County, Washington, October 14th, 1909 at page 65 of Book M of Deeds records of said County, to the said party of the second part or its assigns forever, subject, however, to the right of way reservations contained in the deed from John F. Sweeney and Mary E. Sweeney, his wife, last above specified. Excepting, also, State Highway No. 8.

Also excepting the following: Commencing at a point on the southerly line of the above described tract which is equi-distant from the southwest corner of the large house known as the Douglass house and the SE corner of the foundation of the porch of the house known as the Gilbert house which said point is South 60 deg. 30' West 145.8 feet from the first angle corner on the easterly line of said tract; thence North 11 deg. 50' West parallel to the foundation walls of said houses a distance of 247.4 feet to a point which is 75 feet South of the right-of-way of the S. P. & S. Ry; thence South 69 deg. 40' West parallel to the southerly line of the S. P. & S. Ry. right-of-way 208.4 feet; thence South 308.2 feet; thence North 60 deg. 30' E 281.9 feet to the place of beginning; Also excepting 6 acres, more or less, conveyed to Lynn Finster and wife (recorded Book "Y" page 81),

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

THIS CONVEYANCE is intended as a Mortgage to secure the payment of Nine Hundred Fifty and 00/100 Dollars, lawfully money of the United States, together with interest thereon at the rate of 8% per annum from date until paid, according to the terms and conditions of a certain promissory note, bearing date April 7th, 1936, made by Emma Douglass and A. L. Douglass, her husband, payable six months after date to the order of Bank of Stevenson, a corporation, 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 or assigns, may be obliged to make for itself 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 agree to keep the property insured in the sum of \$950.00 payable to the party of the second part as its interest may appear.

In case of the foreclosure of this mortgage, the party of the second part, its successors 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.

Emma Douglass (Seal)

A. L. Douglass (Seal)

Subsequent recorded in Book 711 of maps
 page 165, recorded Nov. 18, 1937
 Mortgage, C. M. Youmans