

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

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Filed for record October 9, 1936 at 4-10 p.m. by Grantee.

Mabel J. Jones
Skamania County, Clerk-Auditor.

#23180

H. D. Klum et ux to Jessie Pendleton

THIS INDENTURE, Made this 1st day of August in the year of our Lord one thousand nine hundred and thirty-six, Between H. D. Klum and Frances Klum, husband and wife, parties of the first part, and Jessie Pendleton, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five Hundred 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 her 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:

Commencing at a point 890.5 feet south of the center of Section 36, Tp. 3 N. R. 7 E. W.M., thence South 270 feet, thence west to the county road (commonly known as the Chesser Road), thence northerly along the easterly line of said road to a point due west of the point of beginning, thence east 310 feet, more or less, to the point of beginning.

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

THIS CONVEYANCE is intended as a Mortgage to secure the payment of Five Hundred 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 two certain promissory notes, bearing date August 1, 1936, made by H. D. Klum and Frances Klum payable on or before three years after date to the order of Jessie Pendleton 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 notes, 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, her 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 notes or this mortgage, said party of the second part, her 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 taxes as part of the costs in such suit as well as all payments which said party of the second part, her heirs, executors, administrators and assigns may be obliged to make for her 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 \$500.00 payable to the party of the second part as her interests may appear.

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

Satisfied

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