

MORTGAGE RECORD U  
SKAMANIA COUNTY, WASHINGTON

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Filed for record January 24, 1938 at 3-12 p.m. by Grantee.

*Mabel J. Rose*  
Skamania County, Clerk-Auditor.

#25216

W. R. Ward et ux to Portland Lbr. Mills

THIS INDENTURE, Made this 24th day of January, A. D. 1938, between W. R. WARD and EDNA H. WARD, husband and wife the parties of the first part, and PORTLAND LUMBER MILLS, an Oregon corporation, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of THREE HUNDRED FIFTY (\$350.00) Dollars, lawful money of the United States, to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington, to-wit:

All of Lot three (3) in WASHOUGAL RIVERSIDE TRACTS, situated in Section 6, Township 1 North, Range 5 East, in Skamania County, Washington, comprising approximately one (1) and one-quarter ( $\frac{1}{4}$ ) acres of land, as shown by the duly recorded plats thereof.

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 FIFTY (\$350.00) Dollars, lawful money of the United States, together with interest thereon in like lawful money at the rate of six (6%) per cent. per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date January 24, 1938, made by W. R. Ward and Edna H. Ward, husband and wife payable on or before one (1) years after date to the order of PORTLAND LUMBER MILLS, an Oregon 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 and assigns may foreclose this mortgage and sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part, its successors or assigns, to include in the judgment that may be recovered a reasonable sum for attorney's fees in such case; and in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered therein, an attorney's fee of TWENTY FIVE (\$25.00) Dollars, in lawful money shall be taxes as part of the costs in such suit, as well as all payments that the said party of the second part, its successors or assigns, may be obliged to make for the protection of said property, or their security, by insurance or on account of any taxes, liens, charges, encumbrances or assessments whatsoever on the said premises or any part thereof; and the holder of said note or this mortgage shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining after the sale of said premises under said judgment or decree.

*Satisfied*  
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