

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

8. That the mortgagee may appear in and defend any action or proceeding purporting to affect the security hereof, and that the mortgagor will pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which the mortgagee may appear.

9. That if the mortgagor shall well and truly pay, or cause to be paid, the promissory note secured hereby, with interest as it shall become due and payable, and shall make all other payments provided for herein and therein, and shall otherwise comply with and perform the conditions and covenants herein contained, then this indenture and the estate hereby granted shall be null and void; otherwise, to remain in full force and virtue. It is, however, distinctly understood and agreed that if the interest on the aforementioned note, or the principal thereof, shall not be punctually paid when the same becomes due and payable, as is provided in said note, or in case of any other default under the terms of this mortgage, then and in such case the principal sum of said promissory note and interest therein shall, at the option of the mortgagee, become immediately due and payable, and proceedings may forthwith be had by the mortgagee for recovery of the same, either by suit on said note or by foreclosure on this mortgage, anything in said note or in this indenture contained to the contrary thereof notwithstanding. In any decree of foreclosure of this mortgage, all costs, including a reasonable attorney's fee, shall be included in the judgment, and in case such foreclosure suit is settled before judgment is recorded therein, such costs shall nevertheless be paid.

The covenants and agreements herein contained are joint and several and shall be binding upon, and inure to the benefit of, the heirs, devisees, legal representatives, successors in interest or assigns of the parties hereto. If more than one joins in the execution hereof or if any be of the feminine sex, the pronouns and relative words used shall be read as if written in the plural or the feminine respectively.

Witness the hands and seals of the mortgagors on the day and year first above written.

Witnesses:

Margaret Linn

Ila I. Graybeal

(Seal)

STATE OF WASHINGTON )  
 ) ss.  
County of Yakima )

I, the undersigned, Ray A. Carlson hereby certify that on this 25th day of January, 1938, personally appeared before me Ila I. Graybeal, a widow to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

R. A. Carlson  
Notary Public in and for the State of  
Washington, residing at Yakima, in  
said county. My commission expires  
6-18-1940.

Filed for record January 28, 1938 at 10-40 a.m. by Raymond C. Sly.

Mabel D. Asse  
Skamania County, Clerk-Auditor.