

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

#25234

August Pedersen et ux to Julia Di Angelo

THIS INDENTURE, Made this 26 day of January, 1938, BETWEEN August Pedersen and Ella Pedersen, his wife, parties of the first part, and Julia Di Angelo, party of the second part, WITNESEETH;

That the said parties of the first part, for and in consideration of the sum of Two Hundred and no/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:

Beginning at the quarter post on the section line which runs north and south between Sections 33 and 34 tp. 2 North of Range 6 East of W.M., running thence west 880 feet to the southwest corner of the tract of Earl Marble as a beginning point for this description, thence west 440 feet, thence north 757.8 feet; thence east 685 feet; thence south 76.8 feet; thence south 19° 47' W 723.7 feet to the place of beginning, containing 10 acres; said land being in the SW 1/4 NE 1/4 sec 33 tp 2 N R 6 E. W. M.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Two Hundred and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of 10 per cent, per annum, from date until paid, according to the terms and conditions of one certain promissory note, bearing date January 26th, 1938, made by August Pedersen and Ella Pedersen, payable on or before one year after date to the order of Julia Di Angelo, 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, 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 note 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 sum that the court shall adjudge reasonable 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, 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.

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 thereby, 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.

August Pederson (Seal)
Ella Pedersen (Seal)

dated
Bk V
Pg 241

Assignment
Book 11
Page 18
Feb 18 1939
Audited
made a Michael