

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

and year first above written.

(Notarial seal affixed)

H. G. Kurz
Notary Public, residing at Spo-
kane, Washington. My commission
expires Jan. 16, 1937.

Filed for record December 31, 1936 at 1-24 p.m. by Grantor.

Mabel J. Osse
Skamania Co. Clerk-Auditor

#23580

Theron J. Dudley et ux to Clarence Hupp Dudley

THIS INDENTURE WITNESSETH, That We, Theron J. Dudley and Matilda Dudley, Husband and Wife parties of the first part, for and in consideration of the sum of One Thousand and no/100 Dollars, the receipt whereof is hereby acknowledged, do hereby give, grant, bargain, sell and convey unto Clarence Hupp Dudley party of the second part his, heirs and assigns, all that parcel of real estate in Skamania County, Washington, described as follows:

Lot 4 in Block 6 and Lot One in Block 10 in Section 10 in Township 3 North of Range Nine East of the W. M., all in Mazanola Orchard Tract in Skamania County, State of Washington

TO HAVE AND TO HOLD the same with all rights, easements, and appurtenances thereto belonging, unto the said party of the second part his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of One Thousand and no/100 Dollars, in accordance with the tenor of one certain promissory note of which the following is a substantial copy to-wit:

\$1,000.00

Medford, Oregon. March 26th, 1936

On or before three years after date, without grace, we promise to pay to the order of Clarence Hupp Dudley at Medford, Oregon, One Thousand and no/100 Dollars, in lawful money of the United States of America, of the present standard Value, with interest thereon in like lawful money at the rate of five per cent. per annum from date until paid, for value received. Interest to be paid annually and if not so paid, the whole sum of both Principal and Interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, we promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum in like lawful money, as the Court may adjudge reasonable, for attorney's fees to be allowed in said suit or action.

Theron J. Dudley
Matilda Dudley

No. _____

And the said mortgagors covenant and agree with said mortgagee, his heirs and assigns that we will pay at maturity all sums mentioned in said note and will pay on or before due all taxes, assessments or liens upon or against said premises having precedence of this mortgage, also will keep all buildings now on or hereafter placed on said premises insured in some fire insurance company satisfactory to mortgagee for their full insurable value with a clause in such insurance policy making such insurance in case of loss by fire payable to mortgagee as his interest may appear, the policy to be delivered to the mortgagee.

NOW THEREFORE, if the said mortgagors shall satisfy and perform all said covenants, this conveyance shall be void; but as often as a breach thereof shall occur, all sums hereby secured shall become due and payable and said mortgagee and/or assigns may foreclose this mortgage for the full amount thereof in the manner by law provided.

It is further agree that said mortgagee may, at his option, pay any taxes, assessments or liens upon or against said premises and all such sums so paid, with interest thereon at 8 per cent. per annum, shall be secured by this mortgage, without waiver of any rights from breach of the aforesaid covenants and the said mortgagor agree to pay a reasonable attorney's fee in any foreclosure suit, to be due and payable upon commencement of suit.

Assigned to Clerk's Office
in Book "W. J. Mgs" page 24
Skamania Co. Clerk-Auditor