

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

(Notarial Seal Affixed)

R. M. Wright.
Notary Public in and for the State
of Washington,
residing at Stevenson, in said
County.

Filed for record March 8, 1938 at 1:40 P.M. by Grantee.

Mabel J. Case
Skamania County Clerk-Auditor

#25363

Fred R. Frazer et ux To H. V. Rominger et ux

This indenture, made this 8th day of March, 1938, between Fred R. Frazer and Myrtle M. Frazer, husband and wife, parties of the first part, and H. V. Rominger and Alice B. Rominger, husband and wife, parties of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the sum of Fifteen hundred and no/100 Dollars, lawful money of the United States, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Warrant unto the said parties of the second part, and to their successors 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:

All of the South half of the Southwest quarter of the Northeast quarter of Section Twenty one, Township Three, North of Range Ten East, Willamette Meridian, (S $\frac{1}{2}$ SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 21 Tp. 3 N. R. 10 E. W. M.) containing 20 acres, more or less, subject to easement for roads, and transmission line Northwestern Electric Company.

(Save and except a strip ten feet in width on the west end which is reserved for road purposes.)

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

This conveyance is intended as a mortgage to secure the payment of Fifteen Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 6 per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date March 8, 1938, made by Fred R. Frazer and Myrtle M. Frazer, payable on or before three years after date to the order of H. V. Rominger and Alice B. Rominger, 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 parties of the second part, their 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, their heirs, executors, administrators or assigns shall have the right to have included in the judgement which may be recovered, a reasonable sum as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said parties of the second part, their heirs, executors, administrators and assigns may be obliged to make for its 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 parties of the second part, their

Satisfied
RKV
Pg 795

*In payment see Pg 905
Book 21 of Maps. Filed Mar. 14, 1938*