

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

This conveyance is intended as a mortgage to secure the payment of Five hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 5 percent. per annum from date until paid, according to the terms and conitions of four certain promissory notes, dated March 12, 1938, made by Thomas Anders and Elsie Anders, payable as follows: No. 1, for the principal sum of One Hundred Dollars, payable on or before six months; No. 2, for the principal sum of One Hundred Dollars, payable on or before one year; No. 3, for the principal sum of One Hundred Fifty and 00/100 Dollars, payable on or before eighteen months; No. 4, for the principal sum of One Hundred Fifty and 00/100 Dollars, payable on or before two years after date to the order of Hugh B. Smith and Ida F. Smith, 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 prin- cipal or interest of said promissory notes, or any part thereof, when the same shall be- come 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 notes or this mortgage, said parties of the second part, their heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered a reason 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 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 hereby, 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.

Thomas Anders (Seal)
Elsie Anders (Seal)

STATE OF WASHINGTON,)
) ss.
COUNTY OF SKAMANIA,)

I, Raymond C. Sly, a Notary Public in and for said State, do hereby certify that on this 12th day of March, 1938, personally appeared before me Tom Anders and Elsie Anders, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate first above written.

(Notarial Seal Affixed)

Raymond C. Sly.
Notary Public for Washington,
residing at Stevenson therein.

Filed for record March 14, 1938 at 9:22 A.M. by Raymond C. Sly.

Mahdian
Skamania County Clerk-Auditor