

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

Filed for record April 28, 1938 at 11-15 a.m. by Broughton Lumber Co.

Mabel J. Gasse
Skamania County, Clerk-Auditor.

#25588

R. J. Taber et ux to Dan Crowley et ux

THIS INDENTURE, Made this 30th day of April, 1938, BETWEEN R. J. TABER and MILDRED L. TABER, husband and wife, parties of the first part and Dan Crowley and Mella Crowley, husband and wife, parties of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum Two thousand four hundred sixty-seven and 50/100 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 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:

All that portion of Lot 3 Melden Acres, according to the official plat thereof on file and recorded at Page 84 Book "A" of Plats, records of Skamania County, described as follows: Commencing at a point on the westerly line of said Lot 3, which is North 25° 56' W. a distance of 120 feet from the southwesterly corner thereof; thence North 64° 04' East 150 feet to the easterly line of said Lot 3; thence North 25° 56' W. along the easterly line of said Lot 3 a distance of 110.4 feet; thence S. 64° 4' W. 150 feet to the westerly line of said Lot 3; thence southerly along the westerly line of Lot 3 to the point of beginning.

Also a right to the use of a 20 foot road or alley along the southerly side of the above described tract.

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 thousand four hundred sixty-seven and 50/100 Dollars, lawful money of the United States, together with interest thereon at the rate of ten per cent. upon delinquent installments after maturity, according to the terms and conditions of one certain promissory note, bearing date April 30, 1938, made by R. J. Taber and Mildred L. Taber, payable in monthly installments of not less than \$30.00, final installment \$7.50, payable on the 1st day of each month, commencing June 1, 1938, to the order of Dan Crowley and Mella Crowley 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 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 the 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 parties of the second part, their heirs, executors, administrators and assigns may be obliged to make for their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

The parties of the first part agree to keep the property insured in the sum of \$2000.00, payable to the parties of the second part as their interest may appear.

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

Attached
BK
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