

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

(Notarial seal affixed)

Notary Public in and for said County and State. My Commission expires Feb. 22, 1941

Filed for record June 3, 1938 at 2-45 p.m. by Grantee.

Mabel J. Case
Skamania County Clerk-Auditor

#25750

Pearl Agnes Paige et al to Tom Herron

This Indenture, Made this 31st day of May, 1938, by and between Pearl Agnes Paige, a widow and Frank F. Lawrence, a single man, parties of the first part and Tom Herron, party of the second part, Witnesseth:

That the said parties of the first part, for and in consideration of the sum of Seven Hundred and 00/100 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 his heirs and assigns, all the right, title and interest of the mortgagors in and to the following described real property:

East half of Lot 3 Oregon Lumber Company's Subdivision in Section 14 Tp. 3 N. R. 9 E. W. M. Excepting the following:

Two tracts of land conveyed to Dovie Leisy and Elizabeth Whitney as described at pages 5 and 384 respectively Book "Z" of Deeds, records of Skamania County, Washington

Also the following described personal property:

A stock of goods and store fixtures and furniture contained in that store building on E½ of Lot 3 Oregon Lumber Company's Subdivision, including 1 computing scale; 1 cash register; 3 glass show cases; 2 stoves; radio; chairs; air compressor; Delco lighting system and stock of goods inventoried about \$300.00.

Also all household furniture in the buildings upon the above mentioned property, excepting 1 bed room set in the store building. Also all garden tools and equipment used in connection with the said property.

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

This Conveyance is intended as a Mortgage to secure the payment of the Sum of Seven Hundred and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 6% per annum, according to the terms and conditions of one certain promissory note, bearing date May 31, 1938, made by Pearl Agnes Paige and Frank F. Lawrence payable in installments of not less than \$25.00 per month, to be credited first to interest and second to principal, provided that all payments in excess of \$25.00 shall be credited upon installments last falling due, to the order of Tom Herron 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, when the said party of the second part, his 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, 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 party of the second part, his heirs, executors, administrators or assigns may be obliged to make for his security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part hereof.