

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

Government surveyor of recent date; thence following the south line of the State Highway right of way in an easterly direction to a point 338.6 feet east of the point of beginning; thence south 51.9 feet, more or less, to the north line of the Spokane, Portland and Seattle Railway Company's right of way; thence in a westerly direction along said Spokane, Portland and Seattle Railway Company's right of way to a point due south of and 113.5 feet, more or less, from the point of beginning; thence north to the place of beginning, containing 0.6 of an acre, more or less.

Said land being subject to:

A right of way for a roadway to that parcel of land above described as Exception No. 3.

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 Hundred Fifty and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 8 per cent. per annum, payable semi-annually, according to the terms and conditions of one certain promissory note, bearing date December 30, 1938, made by the parties of the first part hereto, payable on or before one year after date to the order of Bank of Stevenson, 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 party of the second part, its successors 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, its successors 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, its successors or 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.

The said parties of the first part agree to keep the property insured in the sum of \$300.00, payable to the party of the second part as its interest may appear.

In case of the foreclosure of this mortgage, the party of the second part, its successors 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.

A. L. Douglass (seal)
Emma Douglass (seal)

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

I, Raymond C. Sly, a Notary Public in and for said State, do hereby certify that on this 30th day of December, 1938, personally appeared before me A. L. Douglass and Emma Douglass, 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.

Raymond C. Sly
Notary Public for Washington, resid-