

435

**MORTGAGE RECORD U**  
**SKAMANIA COUNTY, WASHINGTON**

20 feet, thence N. 35 deg. 15' W 767 feet, thence South 1590 feet to the right of way of State Road No. 8, thence No. 54 deg. 45' E 930 feet to the place of beginning, containing 15.6 acres, more or less, it being understood and agreed that there is a spring situate upon the said property near the northerly terminus of the first course above described, all the water of which shall be conveyed. Subject to easement for water pipe granted to N. O. Anderson.

Excepting:

1. Lot 25 x 50 feet conveyed to David D. Higgins as described at page 19 Book "27" of Deed records, Skamania County.

2. A tract of land 35 x 50 feet conveyed to J. D. Edwards et ux as described at page 183 Book "27" of Deed records, Skamania County.

Subject also to:

1. Flowage easement granted the United States of America to overflow all that portion lying below the 83.0 foot contour line.

2. Contract to E. L. Jones et ux for the sale of one lot 35 x 64 feet recorded at page 258 Book "27" of Deeds.

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

This Conveyance is intended as a mortgage to secure the payment of Seven Hundred Twenty and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of ten per cent per annum upon delinquent installments, from the date of maturity, according to the terms and conditions of one certain promissory note, bearing date December 27, 1938, made by the parties of the first part, payable in monthly installments of not less than \$20.00, commencing on the 22nd day of January, 1939, and a like payment on the 22nd day of each month thereafter, until the whole sum, principal and interest, has been paid, 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 attorneys fee, 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 parties of the first part agree to keep the dwelling house now occupied by mortgagors insured in the sum of at least \$800.00, and the house known as the Edwards house insured in the sum of at least \$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.

J. R. Phillips (seal)  
Bertha A. Phillips (seal)