

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

Hundred Fifty and no/100 (\$1750.00) Dollars, lawful money of the United States, together with interest thereon at the rate of six per cent. per annum from date until paid, according to the terms and conditions of a certain promissory note, bearing date Feb. 6th, 1939, made by the parties of the first part hereto, payable on or before seven years after date, upon which must be paid not less than \$25.00 per month, which includes the interest due, first payment due March 1, 1939, to the order of parties of the second part herein, 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 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 amounts due, on either said note or this mortgage, said parties of the second part, their successors or assigns shall have the right to have included in the judgment which may be recovered the sum of \$150.00 as attorney's fees, to be taxed as part of the costs in such suit as well as all payment which said parties of the second part, their successors 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 \$1750.00, 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 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 our hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of
Jos. E. Hedges.

Harry E. Smith (seal)
Bernice Smith (seal)

STATE OF OREGON)
(ss
COUNTY OF CLACKAMAS)

said

I, J. E. Hedges a Notary Public in and for the state, do hereby certify that on this 6th day of February, 1939, personally appeared before me Harry E. Smith and Bernice Smith his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

J. E. Hedges
Notary Public in and for the
State of Oregon, residing at
Oregon City in said County.
My commission expires August
1, 1939.

Filed for record February 8, 1939 at 8-20 a.m. by Hedges & Miller

Mabel J. Hedges
Skamania County Auditor.