

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

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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 and assigns, are hereby empowered to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the parties of the first part their heirs or assigns. And in any suit or other proceeding that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part, its successors and assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit a reasonable sum in lawful money--or in case of settlement or payment being made after suit has been commenced and before the final decree has been entered thereon, a reasonable sum as attorney's fee, shall be taxed as part of the costs in such suit--as well as all payments that the 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 promise and agree that they will keep the building upon said premises insured with some responsible insurance company in the sum of at least \$1500.00. Policy to contain a standard mortgage clause payable to the mortgagee as interest appears.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

STATE OF WASHINGTON)
)
COUNTY OF SKAMANIA) (ss

Charles L. Sawdey (seal)
Maud M. Sawdey (seal)

I, Raymond C. Sly, a Notary Public in and for said State, do hereby certify that on this 22nd day of May, 1939, personally appeared before me Charles L. Sawdey and Maud M. Sawdey, 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.

(Notarial seal affixed)

Raymond C. Sly
Notary Public for Washington, residing
at Stevenson therein.

Filed for record May 24, 1939 at 8-01 a.m. by Grantee.

Maud M. Sawdey
Skamania County Auditor.

#27379

Stephen A. Hutton to N. O. Anderson et ux

This Indenture, made this 13 day of April, 1939, between Stephen A. Hutton, party of the first part, and N. O. Anderson and Christine Anderson, husband and wife, parties of the