

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

Skaalheim and Maud Belle Skaalheim, 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.

Given under my hand and official seal, this 14th day of July A. D. 1939.

(Notarial seal affixed)

R. M. Wright
Notary Public. Residing at Stevenson
Washington.

Filed for record July 15, 1939 at 9-30 a.m. by Grantee.

Mabel J. Mitchell
Skamania County Auditor.

#27698

Mabel J. Mitchell et vir to Bank of Stevenson

This Indenture, Made this 20th day of July in the year of our Lord one thousand nine hundred and thirty nine between Mabel J. Mitchell and Ralph G. Mitchell, her husband, parties of the first part, and Bank of Stevenson party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Thirteen Hundred Twenty 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 its successors and assigns, the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit:

Lots 9 and 10 Block 5, Riverview Addition, excepting therefrom the following: Commencing at the northwesterly corner of said Lot 9; thence N. 55° 30' E. 100 feet to the northeasterly corner of said Lot 10; thence S. 34° 30' E. 8 feet; thence S. 55° 30' W. 50 feet; thence N. 34° 30' W. 2 feet; thence S. 55° 30' W. 33 feet; thence S. 34° 30' E. 2 feet; thence S. 55° 30' W. 17 feet to the westerly line of said Lot 9; thence N. 34° 30' W. to the place of beginning. (The southerly line of the above excepted premises being marked by retaining wall and south wall concrete garage building)

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

This conveyance is intended as a mortgage to secure the payment of Thirteen Hundred Twenty and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 6 per cent. per annum after maturity according to the terms and conditions of one certain promissory note, bearing date July 20, 1939, made by Mabel J. Mitchell and Ralph G. Mitchell payable in monthly installments of not less than \$50.00, commencing September 10, 1939 and a like payment on the 10th day of each month thereafter 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