

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

second part, and to his heirs 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:

Beginning at a point on the Baughman D. L. C. in Sec. Section 2, Township 2 North, Range 7 E. W. M., where the north line of the S.P.&S. Railroad Company right of way intersects the west line of the Baughman D. L. C.; thence northeast to the south line of the State Highway No. 8 as existing January 2, 1926; thence east along said south line of State Highway No. 8 to the west line of a 2 acre tract conveyed to J. F. Attwell Book P, page 436; thence south along said west line to the north line of said railway right of way; thence west along said right of way to the place of beginning. Subject to flowage easement granted to United States of Amer. and excepting also tract deeded to H. W. Wilson et ux as described in deed recorded at page 239 Book "Z" of Deeds, and that tract of land conveyed to the State of Washington for highway purposes as described at page 585 Book "Z" 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 One Hundred and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of ___ per cent. per annum from date until paid, according to the terms and conditions of two certain promissory note, bearing date November 7, 1938, made by the party of the first part hereto, payable \$50.00 on or before six months and \$50.00 on or before one year; respectively, after date to the order of Spiro Arvanite 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, his heirs, executors, administrators 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, his heirs, executors, administrators 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 his heirs, executors, administrators and assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage, the party of the second part, his heirs, executors, administrators 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 party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of

P. M. Aalvik (seal)

STATE OF WASHINGTON ss
COUNTY OF SKAMANIA

I, Raymond C. Sly a Notary Public in and for the said State, do hereby certify that on this 7th day of November, 1938, personally appeared before me P. M. Aalvik to me known to be the individual described in and who executed the within instrument and acknowledged