

579

MORTGAGE RECORD U  
SKAMANIA COUNTY, WASHINGTON

313 feet; thence East 139 feet; thence North 313 feet; thence West 139 feet to the point of beginning. Together with the right of egress and ingress over shore lands adjacent thereto.

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

This conveyance is intended as mortgage to secure the payment of Sixteen Hundred Ten (\$1610.00) Dollars, lawful money of the United States, together with interest thereon at the rate of 7% per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date September 18, 1936, made by above named mortgagors payable to Charles H. Walton, Fred E. Walton and Della Halsey on or before five (5) years after date in monthly installments of not less than \$25.00 per month with final payment at maturity of the unpaid balance. Monthly installments shall be credited first to interest and balance upon principal, 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 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 parties of the second part, their 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 fee, to be taxed as part of the costs in such suit as well as all payments which said parties of the second part, their heirs, executors, administrators and assigns may be obliged to make for themselves 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 property insured for a sum not less than \$1500.00 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 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Sarah Butler (seal)  
Individually and as executrix and trustee  
under the last will and testament of William  
Butler, deceased.  
John W. Butler (seal)  
LaRena Butler (seal)

STATE OF WASHINGTON )  
                                  (ss  
COUNTY OF SKAMANIA )

I, Raymond C. Sly, a Notary Public in and for said state, do hereby certify that on this 18th day of September, 1936, personally appeared before me Sarah Butler, a widow, individually and as executrix and trustee under the last will and testament of William Butler, deceased, and John W. Butler and LaRena Butler, husband and wife, to me known to be the individuals described in and who executed the within and foregoing