

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

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This Indenture, made this 9th day of November in the year of our Lord one thousand nine hundred and thirty-nine between James P. Morgan and Hilda Morgan, husband and wife, parties of the first part, and Bank of Stevenson, a corporation, part_ of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two Hundred Sixty Five 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 of parcel of land, lying and being in the County of Skamania, and State of Washington, and particularly bounded and described as follows, to-wit:

Commencing at the center of Section Thirty-one (31) in township two (2) North of Range Five (5) East of the W. M. in Skamania Co. Washington, and running thence on the center line of said section easterly 391 feet to the point of true beginning, and running thence on the center line of said section easterly 350 feet, thence south and parallel with the center line of said section 1631.5 feet more or less to the northerly line of the highway; thence following said highway line north 65° 31' west 384.6 feet, thence northerly 1472.1 feet more or less to a point on the center line of section 31, the true point of beginning, said tract containing 12.5 acres, more or less.

together with all and singular the tenements^{hereditaments} and appurtenances thereunto belonging.

This conveyance is intended as a mortgage to secure the payment of Two Hundred Sixty Five and 00/100 Dollars lawful money of the United States, together with interest thereon at the rate of 8 per cent per annum after maturity from date until paid, according to the terms and conditions of one certain promissory note bearing date November 9, 1939, made by James P. Morgan and Hilda Morgan, husband and wife payable in twelve monthly installments of \$22.08 on the 10th day of each month, commencing December 10, 1939 after date 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 as all payments which said party of the second part, its successors and 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 agree to keep the property insured in the sum of \$450.00 payable to the party of the second part as its interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, its 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.