

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

being in Skamania County, State of Washington described as follows, to-wit:

The South half of the northwest quarter of Sec. 24, Township 7 North Range 5 East W.M. Containing 80 acres more or less, according to the government survey thereof.

The northeast quarter of northwest quarter and Lot 1 of Sec. 30 Township 7 North, Range 6 East W.M. containing 77.53 acres more or less, according to the government survey thereof.

Lots 2, 3 and 4 of Sec. 18, Township 7 North, Range 6 East, W.M. containing 111.96 acres more or less, according to the government survey thereof.

The northeast quarter of northwest quarter and Lot 1 of Sec. 18 Township 7 North, Range 6 east W.M. containing 77.24 acres more or less, according to the government survey thereof.

Lot 3, Section 26, Township 7 North Range 5 East W.M.

Lot 9, Section 26, Township 7 North, Range 5 East W.M.

Northwest quarter of Southwest Quarter of Section 26, Township 7 North, Range 5 East W.M.

Northeast quarter of Northwest quarter of Sec. 20, Township 7 North, Range 6 East W.M.

Northwest quarter of Northwest quarter, Section 20, Township 7 North, Range 6 East W.M.

Southwest quarter of northwest quarter, Section 20, Township 7 North Range 6 East W.M.

Southeast quarter of Northwest quarter, Section 20, Township 7 North, Range 6 East W.M.

7 North, Range 6 East W.M.

7 North, Range 6 East W.M.

7 North, Range 6 East W.M.

Also all rights of every kind and nature belonging to the mortgagors herein in and to the hereinbefore described real estate and all rights acquired during the life of this mortgage in said real estate.

This conveyance is intended as a mortgage to secure the payment of Twenty-five Thousand and no/100 Dollars, lawful money of the United States, together with interest at 6% per annum from date until paid according to the terms and conditions of one certain promissory note bearing date Dec. 20, 1939 executed by parties of the first part payable on demand with interest after date until paid at the rate of 6% per annum interest payable quarterly, said note being payable to the order of party of the second part, 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 or if mortgagors fail to keep the property herein described free from all incumbrances, 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 payment which said party of the second part, its successors or assigns may be obliged to make for it 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, 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.

It is understood and agreed that so long as parties of the first part shall not be in default in the payment of any installment of principal or interest secured by this mortgage or in the performance of any of the covenants of this mortgage on their