

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

My commission expires May 1, 1942.

Filed for record January 3, 1940 at 11-00 a.m. by Raymond C. Sly.

Mabel J. Asbe
Skamania County Auditor.

#28290

Austin Risjord et ux to Bank of Stevenson

THIS INDENTURE, Made this 2nd day of January in the year of our Lord one thousand nine hundred and forty BETWEEN AUSTIN RISJORD AND ANNA RISJORD, husband and wife, parties of the first part, and Bank of Stevenson, incorporation party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE HUNDRED TWENTY-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 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:

Lot number five in the Northwest quarter of section 36 in Tp. 3 North of Range 7 East of the Willamette Meridian in Skamania County in the State of Washington. Also known as Lot 5 of the Ignaz Wachter sub-division of part of the West one half of the Northwest quarter of said Section 36, Tp. 3 N. R. 7 E. W. M., as shown by the plat of said sub-division filed on page 30 of Plat Book "A", records of Skamania County, Washington, in the office of the County Auditor of said County and State

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

THIS CONVEYANCE is intended as a Mortgage to secure the payment of One Hundred Twenty-Five and 00/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of 8 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date January 2, 1940, made by Austin Risjord and Ann Risjord, husband and wife, payable on or before eighteen months 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 \$200.00 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