

MORTGAGE RECORD U  
SKAMANIA COUNTY, WASHINGTON

28307.

Catharine Wright et vir to Bank of Stevenson

This Indenture, made this fifth day of January in the year of our Lord one thousand nine hundred and forty between Catharine Wright and R. M. Wright, wife and husband 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 Fifteen Hundred and no/100 Dollars, lawful money of the United States, to them in hand paid by the said part 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 heirs 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:

Beginning at the North East corner of a tract of land deeded by Peter Olson and wife to T. C. Avary, said deed being recorded in Book H of the records of deeds for Skamania County, Washington, at page 603; thence East 140 feet; thence South 230 feet parallel to T. C. Avary's East line; thence West 140 feet; thence North along T. C. Avary's East line to point of beginning; all in Section 36, Twp., 3 North, Range 7 E. W. M.

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

This conveyance is intended as a mortgage to secure the payment of Fifteen Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of eight per cent per annum from date until paid, according to the terms and conditions of a certain promissory note, bearing date January 5, 1940, made by the mortgagors payable on or before three years after date after date to the order of Bank of Stevenson, a corporation 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 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, its heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$100.00 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 heirs, executors, administrators and assigns may be obliged to make for it of 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 \$2400.00 payable to the party of the second part as its interest may appear.

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

Signed, sealed and delivered  
in the presence of

Catharine Wright (seal)  
R. M. Wright (seal)