

#29258

Clara G. Yemelos to Rudolf Glur, Sr.

This Indenture, made this 12th day of August in the year of our Lord one thousand nine hundred and forty between Clara G. Yemelos, a widow, party of the first part, and Rudolf Glur, Sr. party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Two Thousand and 00/100 Dollars, lawful money of the United States, to him 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 his heirs 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:

1. Beginning at a point 300 feet E. and 30 feet S. of the NW corner of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 29 Tp. 3 N. R. 8 East of W.M., running thence S. 100 feet, thence E. 50 feet, thence N. 100 feet; thence W. 50 feet to point of beginning, containing one lot 50 x 100 feet. (Being Lot one in Block "B" of the original townsite of Carson).

2. Lot Two (2) in Block "B" of the original townsite of Carson, Skamania County, Washington.

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 Thousand and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 3 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date August 12, 1940, made by Clara G. Yemelos payable on or before three years after date to the order of Rudolf Glur, Sr. 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, his 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, his 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 fees, to be taxed as part of the costs in such suit as well as all payments which said party of the second part, his heirs, executors, administrators and assigns may be obliged to make for his 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 party of the first part agrees to keep the property insured in the sum of \$2000.00 payable to the party of the second part as his interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, his 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 party of the first part has hereunto set her hand and seal

Satisfied
BK W
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