

land, lying and being in the County of Skamania, and State of Washington, and particularly bounded and described as follows, to-wit:

Southwest Quarter (SW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section Nine (9), Township One (1) North, Range Five (5) East of Willamette Meridian,

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Three Hundred Fifty and 00/100 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 one certain promissory note, bearing date October 3, 1940, made by party of the first part payable in 3 semi-annual installments of \$25.00 each and 1 installment of \$275.00, payable April 1, 1941, and each 6 months thereafter respectively 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 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 party of the first part agrees to keep the property insured in the sum of \$ _____ 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.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the
Presence of

Charles H. Bigham (Seal)

STATE OF WASHINGTON,)
County of Skamania) ss.

PERSONAL CERTIFICATE OF ACKNOWLEDGMENT

On this day personally appeared before me Charles H. Bigham, a bachelor, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of October, A. D. 1940.

My Commission expires on the 31st day of January, 1943.

(Notarial seal affixed)

Raymond C. Sly
Notary Public in and for the State of
Washington, residing at Stevenson.

Filed for record October 11, 1940 at 8:15 o'clock a.m. by Grantee.

Skamania County Auditor.