

MORTGAGE RECORD—V

219

SKAMANIA COUNTY, WASHINGTON

for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of October, 1940

Roy H. Dobbs

(Notarial seal affixed)

Notary Public in and for the State
of Washington, residing at Camas, therein.

Filed for record October 11, 1940 at 1-15 o'clock p.m. by Raymond C. Sly.

Mabel J. Jasse
Skamania County Auditor.

#29490

Gerald O. Erickson et ux to Sam Angelo

THIS INDENTURE, Made this 21st day of September in the year of our Lord one thousand nine hundred and forty BETWEEN Gerald O. Erickson and Louise C. Erickson, his wife, parties of the first part, and Sam Angelo party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of FIVE HUNDRED 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 his heirs and assigns, the following described tract or parcels of land, lying and being in the County of Skamania, and State of Washington, and particularly bounded and described as follows, to-wit:

All of Lots numbered Forty-four (44) and Forty-five (45) of Washington Riverside Tracts in Skamania County, State of Washington, all as shown on the duly recorded Map and Plat thereof on record in said County and State.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of FIVE HUNDRED and 00/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of 7 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date September 21, 1940, made by Gerald O. Erickson and Louise C. Erickson, payable on or before three years after date to the order of Sam Angelo 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 part 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 part 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 parties of the first part agree to keep the property insured in the sum of at least \$500.00 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