- MORTGAGE RECORD-V

SKAMANIA COUNTY, WASHINGTON

bounded and described as follows, to-wit:

The East half (E) of that part of the Northeast quarter (NE) of the Northwest quarter (NW4) of section thirty five (35) Township two (2) North of Range six (6) East of W. M. which lies north of the north line of the right of way of State road No. 8, which tract contains 32.22 acres, more or less, the tract hereby mortgages containing 18.11 acres more or less. Subject to easement conveyed to Northwestern Electric Company

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Four hundred and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of 4 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date July 7th, 1940, made by Herman Doetsch payable in annual installments of \$100.00 each commencing July 7th 1941 after date to the order of Lee Frederickson 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 pay able, 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, the sum the court may adjudge reasonable 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 what soever on the said premises or any part thereof.

The party of the first part agrees to keep the property insured in the sum of \$150.00 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 sucforeclosure 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

Herman Doetsch

(Seal)

STATE OF WASHINGTON,) ss County of Skamania)

PERSONAL CERTIFICATE OF ACKNOWLEDGMENT

On this day personally appeared before me Herman Doetsch 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 7th day of July, A. D. 1940.