

Filed for record December 30, 1940 at 3-15 o'clock p.m. by C. W. Linville, Jr.

Mabel J. Price
Skamania County Auditor.

#29758

Louis J. Flatt et ux to Birdella Price.

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 20th day of December, 1940, between Louis J. Flatt and Helen C. Flatt, husband and wife, parties of the first part, and Birdella Price, party of the second part, WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Three Hundred and Eighty 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 confirm unto the said party of the second part, and unto her heirs and assigns, the following described tract of real property, together with all the hereditaments and appurtenances thereon or thereunto appertaining, to-wit:

Commencing at the Southeast corner of the Northwest Quarter of the Northeast Quarter of Section 34, Township 2 N., Range 6 East W. M.; thence West 40 rods; thence North 80 rods to the North line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence East 80 feet to the road known as the Skelton Road; thence in a southeasterly direction 1125 feet, more or less, to where the same intersects the East line of the said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ aforesaid; thence South 1004 feet to the place of beginning; all of the same lying and being situated in Skamania County, State of Washington.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of the sum of Three Hundred and Eighty Dollars (\$380.00), together with interest thereon at the rate of Seven Per Cent (7%) per annum from date on the unpaid balances, according to the terms and conditions of a certain promissory note, bearing the date of December 20, 1940, made by the parties of the first part, and payable of installments of not less than Ten Dollars per month, including interest, 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 any or all of the payments therein provided for, then the said party of the second part, her heirs, executors, administrators or assigns, may immediately after such default, declare the whole of the unpaid balance, together with the interest thereon, due and payable, and if the same shall not be paid, then and in the manner provided by law, foreclose this mortgage for the whole amount of such amount, together with all other sums secured hereby.

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, her heirs, executors, administrators or assigns, shall have the right to have included in the judgment which may be recovered a reasonable sum as attorneys fee, to be fixed by the Court, and to be taxed as part of the costs of such suit, as well as all payments which said party of the second part, her heirs, executors, administrators or assigns, may be obliged to make for them or her security by insurance, or on account of taxes, charges or encumbrances or assessments of whatsoever nature on the said premises or any part thereof.

In WITNESS whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Louis J. Flatt

Helen C. Flatt

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAMANIA)

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 20th day of December, 1940, personally appeared before me Louis J.

Satisfied
Bk V
Pg 505