

Witnesseth, That the said party of the first part, for and in consideration of the sum of Five Hundred Fifty and 00/100 Dollars, lawful money of the United States, to her 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 its successors 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:

The interest of the mortgagor in and to the St. Martins Mineral Hot Springs, being an undivided 436/12,960 interest therein, described as follows:

The East half of the Southwest quarter, the South half of the Southeast quarter, the Northeast quarter of the Southeast quarter, and the Southeast quarter of the Northeast quarter of Section 21, township 3, North, Range 8, East of the Willamette Meridian.

Also the rents, issues and profits therefrom, including dividends payable by the Receiver of said property and the right to receive and apply the same to the indebtedness hereby secured.

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 Fifty and 00/100 Dollars, lawful money of the United States, together with interest thereon after maturity at the rate of 8 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date January 18, 1941, made by Mary Davey Lucas payable in monthly installments of \$50.00 each, commencing March 18, 1941 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 for 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 part\_\_ of the first part agree\_ to keep the property insured in the sum of \$\_\_ payable to the part\_\_ of the second part as \_\_ 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 her hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of

Mary Davey Lucas (seal)

STATE OF WASHINGTON

COUNTY OF SKAMANIA

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Personal certificate of acknowledgment