MORTGAGE RECORD—V

SKAMANIA COUNTY, WASHINGTON

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of the first part, and Bank of Stevenson party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Eight 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 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:

Beginning at the Northwest corner of the George W. Johnson Donation Land Claim No. 39 in Section Twenty (20), Township Two North, Range Seven East, Willamette Meridian; running thence South seventeen degrees thirty minutes East 2327.16 feet to a point on the North bank of a slough; thence North 76° 18' East 81 feet; thence North eighty deg. twenty-three minutes East 133 feet; thende North 84° 6' East 177 feet; thence North seventy-seven deg. eight minutes East 357 feet; thence North 71° 22' East 339 feet; thence East 220 feet; thence North 2220 feet to a point on the Northern boundary line of the said George W. Johnson Donation Land Claim; thence south 83° 00' West 1983 feet to the point of beginning, containing 84.4 acres, more or less, save and except all public highways, logging roads, power or electric lines and rights of way therefor now located on or across said premises, and excepting tract acquired by United States for Bonneville Transmission Line.

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

This conveyance is intended as a mortgage to secure the payment of Eight Hundred and 00/100 Dollars, lawful money of the United States, together with interest thereon 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 March 20, 1941, made by R. V. Carpenter et ux payable on or before two years after date 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, 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, 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 parties of the first part agree to keep the property insured in the sum of \$800.00 payable to the party of the second part as their interests may appear.

In case of the foreclosure of this mortgæe, 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

(seal)