

MORTGAGE RECORD—V

281

SKAMANIA COUNTY, WASHINGTON

281

#30243

William Zawistowski et ux to Citizens State Bank

This Indenture, made this 26th day of April in the year of our Lord one thousand nine hundred and forty one between William Zawistowski and Bessie Dolores Zawistowski, husband and wife parties of the first part, and Citizens State Bank of Camas, Washington party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Fifteen Hundred and no/100 Dollars, lawful money of the United States, to them in hand paid by 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 heirs 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 West half of the Northeast Quarter, the Southeast Quarter of the Northwest Quarter, the Northwest Quarter of the Southeast Quarter and the North half of the Northeast Quarter of the Southwest Quarter, all in Section 31, Township 2, North, Range 6 East of the Willamette Meridian, containing 180 acres, more or less, in Skamania County, Washington.

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

This conveyance is intended as a mortgage to secure the payment of Fifteen Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of six per cent, per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date April 26th, 1941 made by William Zawistowski and Bessie Dolores Zawistowski and payable \$25.00 on May 26, 1941 and an equal amount payable on the 26th of each month thereafter until paid in full. Interest included in these monthly payments after date to the order of Citizens State Bank, Camas Wash. 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 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 proceedings 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 heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of 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 heirs, executors, administrators 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.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of

Bessie Dolores Zawistowski
Wm. Zawistowski

(seal)
(seal)

STATE OF WASHINGTON)
(ss
COUNTY OF CLARK)

I, Roy H. Dobbs, a Notary Public in and for the said State, do hereby certify that on this 26th day of April, 19__, personally appeared before me William Zawistowski and

Satisfied
Bx W
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See Assignment recorded Feb 10-1944
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Ranches in Skamania County, 1944