

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

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Hundred and no/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 southwest corner of Lot 9 of Normandy tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, running thence N 35° 15' W along the westerly line of said Lot 9 a distance of 239 feet; thence at right angle in a westerly direction a distance of 60 feet to the place of beginning of the tract hereby described; thence N 35° 15' W a distance of 100 feet, thence at right angle in a westerly direction a distance of 10 feet, thence N 35° 15' W a distance of 125 feet, thence at right angle in a westerly direction a distance of 225 feet, thence at right angle in an easterly direction a distance of 50 feet to the place of beginning.

Subject to flowage easement granted to the United States, and to easement granted to N O Anderson et ux for a pipe 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 One Hundred and no/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 May 3rd, 1941, made by G. E. Bailey and Juanita P. Bailey payable on or before one year 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 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.

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 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

G. E. Bailey (seal)
Juanita P. Bailey (seal)

STATE OF WASHINGTON)
(ss
COUNTY OF SKAMANIA)

Personal certificate of acknowledgment

Satisfied
Bk W
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