MORTGAGE RECORD—V

SKAMANIA COUNTY, WASHINGTON

of Skamania County, Washington; also excepting right of way to State of Washington for State Road No. 8.

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 7 per cent, per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date May 1st, 1941, made by Constantine Famelos payable on or before three 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, 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 party of the first part agrees to keep the property insured in the sum of \$1500.00 payable to the party of the second part as their 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 the 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 his hand and seal the day and year first above written.

Witnesses:

Raymond C. Sly

STATE OF WASHINGTON)
(COUNTY OF SKAMANIA)

Constantine Famelos (seal)

On this day personally appeared before me Constantine Famelos, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1st day of May, 1941.

My commission expires on the 31st day of January, 1943.

(Notarial seal affixed)

Raymond C. Sly Notary Public for Washington, residing at Stevenson therein.

Filed for record May 15, 1941 at 1-10 p.m. by Grantee

Skamania County Auditor.