MORTGAGE RECORD-V

SKAMANIA COUNTY, WASHINGTON

374

South 1257 feet and West 38.93 feet from the common corner of Sections 15, 16, 21 & 22, in Township 2 North of Range 7 East of the Willamette Meridian, and running thence North 81°00' West 400 feet; thence South 9°00' West 160 feet to a point which is the true point of beginning of the tract herein described; and running thence South 81°00' East 100 feet; thence South 9°00' West 40 feet; thence North 81°00'West 100 feet; and thence North 9°00' East 40 feet to the place of beginning, said tract being designated as Lot 9 in Block 6 of the unrecorded plat of the town of North Bonneville, Washington.

This mortgage is made to secure the payment of one certain promissory note for the principal sum of Seven Hundred (\$700.00) Dollars, together with interest thereon at the rate of six (6%) per cent per annum, in accordance with the terms and conditions thereof, of which the following is substantially a copy:

\$700.00

Vancouver, Wash., March 27, 1941

In installments as set out below, after date, without grace, for value received we, jointly and severally, promise to pay Frank C. Montgomery and Daisy B. Montgomery, husband and wife, or order, at Vancouver, Washington, Seven Hundred and no/100---DOLLARS. With interest from date until paid, at the rate of 6 per cent per annum, interest payable monthly, and if not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If not so collected, the interest to be added to and become part of the principal, and the same to bear interest thereafter, until paid, at the rate of 8 per cent per annum. Principal and interest payable in lawful money of the United States. And in case action is commenced to enforce payment of this note or any portion thereof, we, jointly and severally, promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees. It is especially agreed and consented to that a deficiency judgment may be taken in a suit upon this note. Payable in installments of Seventy-five (\$75.00) Dollars per month or more at the option of the makers.

EDNA MINTZER NELLIE STRACHAN

The Mortgagee covenants that she is the owner of said real property and that she has good and lawful right to mortgage the same; and that she will during the term of this mortgage maintain the same free from incumbrances and pay all taxes and assessments thereon before delinquency.

Time is of the essence of this Mortgage Agreement, and the failure on the part of the makers of said note to pay any installment thereon, and upon the part of the mortgagor to keep and perform each and every other obligation on her part herein entered into, shall constitute a breach of this Mortgage Agreement, for which the Mortgagees may at their option elect to declare the promissory note hereby secured immediately due and payable.

Dated this 27th day of March, 1941.

Edna Mintzer

STATE OF WASHINGTON) : ss County of Clark)

THIS IS TO CERTIFY That upon this 27th day of March, 1941, personally appeared before me the undersigned authority, Edna Mintzer, known to me to be the identical person named in and who executed the foregoing instrument, and she did acknowledge to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and date in this certificate first above written.

Jos. E. Hall

(Notarial seal affixed)

Notary Public in and for the State of Washington, residing at Vancouver, therein.

Filed for record July 8, 1941 at 8-20 a.m. by Hall and LaLonde, Attys.

Mahel D'asse/ Skamania/County Auditor.

<u>#30588</u>

R. W. Ogle et ux to Bank of Stevenson.

THIS INDENTURE, Made this 14th day of July in the year of our Lord one thousand nine hundred and forty-one BETWEEN R. W. Ogle and Elma J. Ogle, husband and wife, parties of the