

Released 1-16-78 not 55 p 58

#30775

James Peter MacAuslan et ux to Bank of Stevenson

This Indenture, made this 26th day of August in the year of our Lord one thousand nine hundred and forty-one between James Peter MacAuslan and Mollie Christie MacAuslan, his wife, parties 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 Five Hundred Nineteen and 20/100 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 the M. B. Crane tract; thence northerly on the west line thereof 200 feet; thence west 72 feet; thence southerly 200 feet to a point on the north line of the street 42 feet west of the southwest corner of said Crane tract; thence east on the north line of said street 42 feet to point of beginning; being in the northeast quarter of southwest quarter of southeast quarter Sec. 26 Tp. 2 North Range 6 E. W. M.; together with all appurtenances thereon or thereunto belonging including the house and all improvements thereon and including the sellers interest; now held by the contract, in one certain water line connected to the property, "The property above described is the identical property conveyed to Lawrence DuFraine by Beacon Lake Corporation under deed dated December 8, 1936, and recorded at page 118, Book "Z" of Deeds, recorded in Skamania County, State of 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 Five Hundred Nineteen and 20/100 Dollars, lawful money of the United States, together with interest on delinquent payments 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 August 26, 1941, made by James Peter MacAuslan and Mollie Christie MacAuslan payable in monthly installments of \$14.43 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 parties of the first part agree to keep the property insured in the sum of \$500.00 payable to the party of the second part as its 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 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