

419.

by these presents, GRANT, BARGAIN, SELL, CONVEY and WARRANT unto the said party of the second part, and to his 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:

Commencing at a point 542.2 feet South of the rock marking the intersection of the West line of the Shepard D. L. C. with the North line of Section One, Township Two North, Range Seven East of Willamette Meridian, said point being the intersection of the North line of State Road No. 8 (now Second Street) of the Town of Stevenson with West line of Shepard D. L. C.; thence Westerly along North line of said Second Street 610 feet to the place of beginning of the tract herein described; thence from said initial point north 100 feet; thence East 100 feet; thence South 100 feet to Second Street; thence Westerly along Second Street 100 feet more or less to the place of beginning, together with all appurtenances, rights and easements appertaining thereto.

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 Thousand and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 4 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date November 10, 1941, made by James Petersen and Ethel B. Petersen payable on or before four years after date to the order of Christ Petersen 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, or in case of failure to pay taxes and assessments before delinquency, then the said party of the second part, his 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 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, his heirs, executors, administrators 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, his heirs, executors, administrators and assigns may be obliged to make for his 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 \$1200.00 payable to the party of the second part as his interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, his heirs, executors, administrators 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

James Petersen (seal)
Ethel B. Petersen (seal)

STATE OF WASHINGTON)
(ss
COUNTY OF SKAMANIA)

Personal certificate of acknowledgment

On this day personally appeared before me James Petersen and Ethel B. Petersen, husband