

MORTGAGE RECORD—V

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SKAMANIA COUNTY, WASHINGTON

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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 a point 883.9 feet West and 88.4 feet North of the Southeast corner of Section Twenty Seven (27), Township Three (3) North; Range eight (8) East W.M.; and running thence North One Hundred (100) feet; thence East one Hundred (100) feet; thence South one hundred (100) feet; thence West One Hundred (100) feet to the point of beginning, containing 0.23 acres, and lying in the Robbins D. L. C.;

Reserving therefrom to the Grantors the right to use and maintain a water pipe line thereon, as the same now exists, with the right to enter upon said property and make necessary repairs to said pipe line; providing that if it necessary to make any excavations for the purpose of making said repairs the grantors shall use all due precautions to prevent permanent injury to said property;

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 Forty and 00/100 Dollars, lawful money of the United States, together with interest on delinquent installments 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 February 27th, 1942, made by Joseph B. Chandler and Creeldee Chandler payable in monthly installments of \$45.00 each commencing March 27, 1942, 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, or in case of failure to pay taxes and assessments before delinquency, 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 payment 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 \$700.00 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 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

Joseph B. Chandler (seal)
Creeldee Chandler (seal)

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss Personal certificate of acknowledgment

On this day personally appeared before me Joseph B. Chandler and Creeldee Chandler, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their