

MORTGAGE RECORD—V

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA—156789

476

(Notarial seal affixed)

Earl F. G. Hurlburt
Notary Public for Oregon. My commis-
sion expires July 21, 1944.

Filed for record April 9, 1942 at 3-45 p.m. by Raymond C. Sly

Mabel J. Foster
v Skamania County Auditor.

#31491

R. L. Foster et ux to Bank of Stevenson

This Indenture, made this 4th day of April in the year of our Lord one thousand nine hundred and forty-two between R. L. Foster and Elizabeth M. Foster, husband and 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 and 00/100 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 a Brass Cap on the North line of the Daniel Baughman Donation Land Claim where said line crosses the section line between Sections One and Two, Twp. 2 North Range 7 E.W.M., thence North along said section line one hundred and forty-six (146) feet, thence West one hundred and forty-nine (149) feet, thence South one hundred and eighteen and five-tenths (118.5) feet, thence South 66 deg. 14' East sixty-nine and five tenths (69.5) feet, thence East along the North line of the Daniel Baughman D. L. C. eighty-three and three tenths (83.3) feet to the place of beginning, excepting old State Road No. 8. (as the same was located and established as such prior to 1927 the said road now being the county road.)

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 and 00/100 Dollars, lawful money of the United States, together with interest thereon 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 April 4th, 1942, made by R. L. Foster and Elizabeth M. Foster, 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, 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 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 their interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, its

Satisfied
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