MORTGAGE RECORD—V

SKAMANIA COUNTY, WASHINGTON

hundred ninety (690) feet, thence south one thousand twenty (1020) feet, thence west six hundred ninety (690) feet to the place of beginning, containing sixteen (16) acres more or less;

Subject to a prior mortgage in favor of the Federal Land Bank of Spokane, Spokane, 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 Two Hundred eightyfive and two one hundredths Dollars lawful money of the United States, together with interest thereon in like lawful money at the rate of 52 per cent. per annum from October 31, 1933 until paid, according to the tenor of one certain promissory note bearing date July 13, 1942 made by Franke B. Balke, of Carson, Washington payable in \$7.50 semi-monthly installments beginning July 26, 1942, to the order of the Governor of the Farm Credit Administration 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, his executors, administrators and assigns, are hereby authorized to declare all of said sums at once due and payable and empowered to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, her heirs or assigns. And in any suit or other proceeding that may be had for the recoveryof said principal sum and interest, on either said note or this mortgage, it shall and may be lawful for the said party of the second part his heirs, executors, administrators or assigns, to include in the judgment that may be recovered, reasonable counsel fees and charges of attorneys and counsel employed in such foreclosure suit (or in case of settlement or payment being made after suit has commenced, and before the final decree has been entered thereon, a reasonable attorney's fee shall be taxed as part of the costs in such suit) as well as all payments that the said party of the second part his heirs, executors, administrators or 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.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of V. W. Harshbarger Alice Harshbarger

Franke B. Balke

(seal)

STATE OF WASHINGTON) (98 COUNTY OF SKAMANIA)

(Individual acknowledgment)

I, V. W. Harshbarger notary public in and for the State of Washington, residing at Carson, Washington do hereby certify that on this 14 day of July, 1942, personally appeared before me Franke B. Balke to me known to be the individual described in and who executed the within instrument and acknowledged that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this 14 day of July, 1942.

V. W. Harshbarger
Notary Public in and for the State

(Notarial seal affixed)