

at the rate of 5 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date August 31, 1942, made by _____ payable in installments of not less than \$30.00 per month including interest on deferred payments; payments in excess of installment to be credited on principal but in case of subsequent default to be credited on current installments before default is declared. after date to the order of _____ 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, her 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, her 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, her heirs, executors, administrators and assigns may be obliged to make for her 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 \$2500.00 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, her 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

John L. Wall (Seal)
Ruby R. Wall (Seal)

STATE OF WASHINGTON,)
County of Skamania) ss.

PERSONAL CERTIFICATE OF ACKNOWLEDGMENT

On this day personally appeared before me John L. Wall and Ruby R. Wall, 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 free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of August, A. D. 1942.

My Commission expires on the 31st day of January, 1943.

Raymond C. Sly

(Notarial seal affixed)

Notary Public in and for the State of
Washington, residing at Stevenson therein.

Filed for record September 4, 1942 at 10-30 o'clock a.m. by Grantee.

Malcolm J. Rose
Skamania County Auditor.