

#32335

Mattie A. Willing et vir to Bank of Stevenson

This Indenture, Made this 23rd day of February in the year of our Lord one thousand nine hundred and forty-three between Mattie Willing and John Willing, wife and husband 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 One Hundred Three 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:

Commencing at a point 400 feet west of the southeast corner of Lot 3 Stevenson Park Addition according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence west to the center of Kanaka Creek; thence northerly along the center of Kanaka Creek to intersection with the north line of said Lot 3, Stevenson Park Addition; thence east to a point due north of the place of beginning, thence south to point of beginning.

Excepting, therefrom, a roadway along the southerly line thereof for convenient access to Grantor's property in Lot 2 of Stevenson Park Addition.

Also granting to the said Grantee the right of common user for a road along a strip of land 15 feet wide from the southeast corner of the above conveyed tract of land in an easterly direction along the dividing line between Lots 2 and 3 to 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 One Hundred Three and 00/100 Dollars, lawful money of the United States, together with interest thereon after maturity 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 23, 1943, made by mortgagors payable on or before sixty days 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.

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

Mattie A. Willing  
John Willing

(seal)  
(seal)

Satisfied  
OK J  
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