

Section 25, Tp. 3 N. R. 7 E. W. M., described in deed from Jacob D. Garwood et ux to W. R. Bowyer, recorded at page 224 Volume "S" of Deeds, except that part within the right-of-way of Bonneville Administration. Also: That easement for road right of way conveyed to W. R. Bowyer by W. B. Mathews et ux, dated May 15, 1926 and recorded at page 606 Volume "U" of Deeds, records of Skamania County, 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 Five hundred and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 6 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date February 27, 1943, made by Steward L. Marsh and Mary Marsh payable in monthly installments of \$15.00 each, commencing March 15, 1943, after date to the order of W. R. Bowyer 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, his 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, his 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, his heirs, executors, administrators and 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,

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 his interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, his 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:

Steward L. Marsh (seal)  
Mary Marsh (seal)

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

On this day personally appeared before me Steward L. Marsh and Mary Marsh, 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 27th day of February, A. D. 1943.

My commission expires on the \_\_\_ day of \_\_\_, 19\_\_.

(Notarial seal affixed)

Raymond C. Sly  
Notary Public in and for the State

I do hereby certify that this mortgage was duly filed and recorded in the office of the County Auditor of Skamania County, Washington, on the 27th day of February, 1943.

W R Bowyer

County Auditor