## MORTGAGE RECORD-V

## SKAMANIA COUNTY, WASHINGTON

of land, lying and being in the County of Skamania, and State of Washington, and particularly bounded and described as follows, to-wit:

The Southeast quarter of the Northeast quarter (SELNEL) and the Easthalf of the Southeast quarter (ELSEL) section twenty-three (23), and the Northwest quarter of the Southwest quarter (NWLSWL) section twenty-four (24), Township three (3) North, Range eight (8) east of W. M.

Also: Commencing at the northwest corner of the  $SW^{\frac{1}{4}}$  of  $SW^{\frac{1}{4}}$ , sec. 24 tp. 3 NR 7 E.W.M., thence east 12 rods, thence S degrees East 20 rods, thence S 77° W 14 rods 20 links, thence North 23 rods 18 links to the point of beginning, containing 1.7 acres.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

This conveyance is intended as a mortgage to secure the payment of Six hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of four per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date May 26th 1943, made by Norman Risjord payable in annual installments of \$150.00 each on the 26th day of May commencing May 26th 1944 after date to the order of Agatha K. Garwood 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 emount 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, the sum of that the Court may adjudge reasonable 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 whatseever on the said premises or any part thereof.

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 party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Norman Risjord

(seal)

STATE OF WASHINGTON (ss

Personal Certificate of Acknowledgment

On this day personally appeared before me Norman Risjord to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of May, A. D. 1943.

My commission expires on the 31st day of January, 1947.