

#32953

Helen H. Funk et vir to Clarence B. Thompson.

THIS INDENTURE, Made this 5th day of November in the year of our Lord one thousand nine hundred and forty-three BETWEEN Helen H. Funk and Walter H. Funk, her husband parties of the first part, and Clarence B. Thompson party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three hundred and nine and no/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 his heirs 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 the southwest corner of Lot 9 Normandy tracts according to the official plat thereof on file and of record in the office of the Auditor of Skamania Co., Washington, thence northerly along the westerly line of said lot 9 a distance of 106 feet; thence westerly parallel to the northerly line of State Highway No. 8 a distance of 40 feet; thence southerly parallel to the west line of said lot 9 to the north line of State Highway No. 8; thence westerly along the north line of State Highway No. 8 to the point of beginning.

All land, if any, lying between the above described tract of land and Evergreen Highway.

Also all the rights, privileges and titles with respect to water supply mentioned and described in agreement between J. R. Phillips et ux, recorded at pg 85, Vol. 28, Executory contract mentioned therein, recorded at pg. 83, Vol. 28, Deed 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 Three Hundred nine and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of six per cent per annum after delinquency until paid, according to the terms and conditions of one certain promissory note, bearing date November 5, 1943, made by Helen H. Funk and Walter H. Funk payable in monthly installments of not less than \$25, commencing Dec. 1, 1943, after date to the order of Clarence B. Thompson 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, the sum 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, 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

Satisfied
Bk W
Pg 115

See Assignment recorded Nov 12-43
Book W Page 119
Mable J. Jones Auditor
by Nell C. Mitchell Deputy