YAKIMA BINDERY A PTG. CO. 18799

## MORTGAGE RECORD—W

## SKAMANIA COUNTY, WASHINGTON

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:

The interest of the mortgagor in and to the St. Martins Mineral Hot Springs, being an undivided 880/12,960 interest therein, described as follows:

The East half of the Southwest quarter, the South half of the Southeast Quarter, the Northeast quarter of the Southeast quarter, and the Southeast quarter of the Northeast quarter of Section 21, Township 3, North, Range 8, East of the Willamette Meridian.

Also the rents, issues, and profits therefrom, including dividends payable by the Receiver of said property and the right to receive and apply the same to the indebtedness hereby secured.

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

This conveyance is intended as a mortgage to secure the payment of Four Thousand Seven fundred Twenty and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of eight per cent per annum from maturity until paid, according to the terms and conditions of one certain promissory note, bearing date February 15, 1944, made by mortgagors payable to Bank of Stevenson, a corporation after date to the order of Bank of Stevenson, a corporation, 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 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, its 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, its heirs, executors, administrators 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.

The parties of the first part agree to keep the property insured in the sum of \$\_\_\_\_\_\_ 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, its heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficienty 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

33

Catherine Beasley-Hannaford Elbert I. Hannaford

(seal) (seal)

STATE OF OREGON
COUNTY OF WASHINGTON

Personal certificate of acknowledgment

On this day personally appeared before me Catherine Beasley-Hannaford and Elbert I.

Hannaford, wife and husband 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