

#33156

Ella C. Pedersen to Bank of Stevenson

This Indenture, Made this 24th day of February in the year of our Lord one thousand nine hundred and forty-four between Ella C. Pedersen party of the first part, and Bank of Stevenson, a corporation, party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of the sum of Three Hundred Twenty-five and no/100 Dollars, lawful money of the United States, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part and to its 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 quarter corner on the east line of sec. 26 Tp. 2 N. R. 6 E. W. M., thence Westerly along the center line of said sec. 26 a distance of 550 feet to a stake 3" square from which a fir tree 4" in diameter bears S 45° E. 3 feet marked "P", thence south 200 feet to the northerly line of the Kuffler road (witness a maple tree 14" in diameter marked "P"), thence following the northerly and easterly line of said Kuffler Road in a southeasterly direction 365 feet, more or less, to intersection with the northerly line of State Highway No. 8, thence in a northeasterly direction along the northerly line of said State Highway to intersection with the east line of said Sec. 26, thence north along section line to the place of beginning. EXCEPTING two tracts conveyed to the State of Washington by deeds recorded at page 432 book "Y" of Deeds and page 548 Book "Z" respectively, 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 Twenty-five and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of eight per cent per annum from date after maturity until paid, according to the terms and conditions of one certain promissory note, bearing date February 24, 1944, made by Ella C. Pedersen payable in monthly installments of not less than \$25.00 commencing on the 24th of March, 1944, 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 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, the sum which 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, 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 party of the first part agrees to keep the property insured in the sum of \$ \_\_\_\_\_ payable to the party of the second part as its 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 deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after apply-

Satisfied  
Bk W  
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