

#33288

Lewis A. Larsen et ux to Henry Bolle et al

This Indenture, made this 1st day of August, in the year of our Lord one thousand nine hundred and forty-two between Lewis A. Larsen and Clover M. Larsen, husband and wife, parties of the first part, and Henry Bolle, Ella Hooker and Henry Richard Bolle parties of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Three hundred Dollars, lawful money of the United States, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents, Grant, Bargain, Sell, Convey and Warrant unto the said parties of the second part, and to their heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania, State of Washington, and particularly bounded and described as follows, to-wit:

The undivided one-sixth (1/6th) interest of parties of the first part in and to the following described real estate;

Beginning at a point 2640 feet north and 1156 feet east of the quarter section corner between sections 21 and 28 in Township 3, North of Range 10, east of the Willamette Meridian; thence 1484 feet east; thence south 1650 feet; thence south 65 degrees West 1485 feet; thence south 24 degrees West 284 feet; thence south 33 degrees West 53.6 feet; thence north 2595 feet to the place of beginning, containing 62.15 acres more or less, excepting therefrom the 20 acres heretofore by Ella Ramsey VanWessenhove conveyed to one Wheelock Marsh; Also excepting the right of way of the Spokane, Portland and Seattle Railway Company and also excepting the right of way of the Washington State Highway,

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 Dollars, lawful money of the United States, together with interest thereon at the rate of six per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date August 1st, 1942, made by Lewis A. Larsen and Clover M. Larsen payable two years after date after date to the order of Henry Bolle, Ella Hooker and Henry Richard Bolle 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 parties of the second part, their 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 parties of the second part, their heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$25.00 as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said parties of the second part, their heirs, executors, administrators and assigns may be obliged to make for 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 \$300.00 payable to the parties of the second part as their interests may appear.

In case of the foreclosure of this mortgage, the parties of the second part, their 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

Satisfied
BK
#43909