

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY, S. F. 167997

South half (S $\frac{1}{2}$) of southeast quarter (SE $\frac{1}{4}$) of section four (4) Township one (1) North of Range Five (5) East of the Willamette Meridian, except: Tract of land containing about one half ($\frac{1}{2}$) acre together with all gravel, rock and road material with the right of ingress thereto and therefrom for the purposes of removing and using said rock and road material, which said tract is described by metes and bounds as follows, to-wit: Commencing at the one-fourth corner which is a basalt stone marked x, between sections 4 and 9 T 1 N R 5 E W M., thence N 46° E 370 feet, to initial point of survey and S E corner of gravel pit, thence N 67° 28' W 92.20 feet, thence N 22° 32' E 250 feet, thence S 67° 28' E 92.20 feet, thence S 22° 32' W 250 feet to point of beginning.

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

This conveyance is intended as a mortgage to secure the payment of Twenty five

hundred 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 until paid, according to the terms and conditions of one certain promissory note, bearing date May 12, 1944, made by Sam Gold payable on or before three years after date to the order of Sam Angelo 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 there^{ter}af/, 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 party of the first part agrees to keep the property insured in the sum of \$2500.00 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 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

Sam Gold (seal)

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss Personal certificate of acknowledgment

On this day personally appeared before me Sam Gold 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 h free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13 day of May, AD. 1944.

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

(Notarial seal affixed)

Raymond C. Sly
Notary Public in and for the State of
Washington residing at Stevenson