

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

184

#33527

William M. Fletcher et ux to Sam Angelo

This Indenture, Made this 14th day of August, in the year of our Lord one thousand nine hundred and forty-four between William M. Fletcher and Lottie Belle Fletcher, husband and wife, parties of the first part, and Sam Angelo, party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Three Thousand 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:

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 purpose of removing and using said rock, gravel and road material which said tract is described by metes and bounds as follows, to-wit: Commencing at the quarter ($\frac{1}{4}$) 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 92.00 feet; thence N. 22° 32' E. 250 feet; thence S. 67° 28' E. 92.20 feet; thence S. 22° 32' W. 250 feet to the place of beginning, conveyed to Skamania County by deed recorded at page 438 Book "Q" of Deeds, 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 Thousand 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 August 14, 1944, made by the parties of the first part payable on or before three years after date 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 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 \$4000.00 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

I hereby certify this mortgage this 27th day of Aug. 1944

Sam Angelo

Attest:
Lottie Belle Fletcher
County Auditor