187

YAKIMA BINDERY A PTG. CO. 16

Beginning at a point 25 feet West and North 0° 48' West 160 feet from the Northwest corner of Block 4, Bonnevista Addition to the Town of North Bonneville; thence N. 89° 12' East 95 feet; thence S. 54° 58' E. to a point which is 30 feet N. of the North line of Block 2 said Bonnevista Addition; thence E. to the most easterly line of Bonnevista Addition extended Northerly; thence N. 0° 48' W. to a point 100 feet N. of the section line between Sections 15 and 22 Township 2 N. R. 7 E. W. M.; thence W. 500 feet; thence S. 0° 48' East 628.88 feet more or less to the place 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 Eight Hundred Fifty and no/100 Dollars, lawful money of the United States, together with interest there on 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 August 24th, 1944, made by said mortgagors payable in 17 monthly installments of \$50.00 each on the 1st day of each month commencing October 1st, 1944 after date to the order of J. C. Price 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 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 \$850.00 payable to the party of the second part as his interest 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 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:
Raymond C. Sly

Ernest R. Coffelt Inez L. Coffelt (seal)

(seal)

STATE OF WASHINGTON) (ss

Personal certificate of acknowledgment

On this day personally appeared before me Ernest R. Coffelt and Inez L. Coffelt, husband and wife, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this ____ day of August, A. D. 1944.

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