## SKAMANIA COUNTY, WASHINGTON

and particularly bounded and described as follows, to-wit:

Commencing at a point on the east side of Strawberry Road 180 feet north of the southwest corner of Lot 10 in Stevenson Park Addition, according to the official plat thereof on file and of record in the office of the Auditor of said Skamania County, thence from said initial point east 79 feet to the county road, thence northwesterly along county road to intersection with the easterly line of Strawberry road, thence southerly along the easterly line of Strawberry Road to the point of beginning, being a part of Lot 11 of Stevenson Park Addition in section 36 Tp. 3 N. R. 7 E. W. M., and formerly designated on tax roll of Skamania County, Wash. as Tax No. 103 of said Lot 11.

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 thereon at the rate of four per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date December 9, 1944, made by mortgagors to mortgagee payable ON OR BEFORE TWO YEARS after date to the order of Spiro Arvanite 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 principal or interest in 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, administrator 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 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, his heirs, executors, administrators and assigns may be obliged to make for his or otheir 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 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 parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealèd and Delivered

Leo S. Spano

(Seal)

in the Presence of

Conchita Spano

(Seal)

STATE OF WASHINGTON, )
County of Skamania PERSONAL CERTIFICATE OF ACKNOWLEDGMENT

On this day personally appeared before me Leo S. Spano and Conchita Spano, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.