

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTO. CO., 10797

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parcel of land, lying and being in the County of Skamania, and State of Washington, and particularly bounded and described as follows, to-wit:

The SW $\frac{1}{4}$ of NW $\frac{1}{4}$ Sec. 34, Twp. 2 N. R. 5 E. W. M. together with the rights and easements appurtenant granted to the party of the first part by deed from Maggie Hanlon recorded at page 91, Vol 27 records of Skamania County, and excepting all rights and easements reserved therein. Excepting those parcels thereof conveyed by mortgagor as described in deeds recorded Book "27" pages 118, 162, and 444, respectively, Book "28", pages 68 & 314, respectively, Book "29" pages 52 and 382 respectively, and Book "30" page 303. Also excepting easements and privileges conveyed by the several deeds for lots and parcels appurtenant to the above excepted tracts and lots.

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

This conveyance is intended as a mortgage to secure the payment of Eleven Hundred Fifty and no/100 Dollars, lawful money of the United States, together with interest thereon after delinquency 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 March 23rd, 1945, made by party of the first part payable in monthly installments of not less than \$35.00, and unpaid balance payable March 12, 1947, to the order of the party of the second part, 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, its 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, its 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, its heirs, executors, administrators and assigns may be obliged to make for its 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 \$1000.00 payable to the party of the second part as its interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, its 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 her hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of

Eva King

(seal)

STATE OF WASHINGTON)

COUNTY OF SKAMANIA)

(ss

Personal certificate of acknowledgment

On this day personally appeared before me Eva King, a widow to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and