

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

#33962

Hilmer F. Erickson et ux to E. J. Wiitala

This Indenture, made this 10th day of February in the year of our Lord one thousand nine hundred and forty-five between Hilmer F. Erickson and Peggy C. Erickson, husband and wife parties of the first part, and E. J. Wiitala party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Six Hundred 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:

Beginning at a point on the Northerly line of the Evergreen Highway which is North 79° 51' West 254.64 feet from a point on said Northerly line which is 1052.00 feet south and 915.68 feet west of the Northeast corner of Section 21 in Township 2 North of Range 7 East of the Willamette Meridian, and running thence North 79° 51' West, along said highway, 50.92 feet, thence North 0° 48' West 100 feet; thence South 79° 51' East 50.92 feet; and thence South 0° 48' East 100 feet to the place of beginning, said tract being designated as Lot 6, in Block 10, of the unrecorded plat of North Bonneville, Skamania County, Washington, SAVING AND EXCEPTING THEREFROM the right to lay and maintain a 2-inch pipe approximately one foot from the edge of the property until such time as the pipe line is placed in the street, when the right-of-way will be abandoned.

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

This conveyance is intended as a mortgage to secure the payment of Six Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of six per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date February 10, 1945, made by parties of the first part payable on or before September 26, 1945, 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, 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 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 their security/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 \$600.00 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.

Satisfied
Bk W
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