

Filed for record October 9, 1945 at 4:05 p.m. by grantee.

Mabel J. Fries
Skamania County Auditor

#34513

E. C. Rutledge et ux to Bank of Stevenson

THIS INDENTURE, Made this 15th day of October in the year of our Lord one thousand nine hundred and forty-five BETWEEN E. C. Rutledge and Odele Elenore Rutledge, husband and wife, parties of the first part, and Bank of Stevenson, a corporation party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TWO 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 its heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania, ¹⁹⁴⁷ and State of Washington, and particularly bounded and described as follows, ^{to-wit:}

Lots 17 to 23 inclusive and the westerly 191 feet of Lot 24 all in Block 4, Town of Stevenson, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, State of 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 TWO 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 two certain promissory notes, bearing dates October 15th, 1945, made by parties of the first part payable Note No 1, on or before one year, Note No 2 On or before 3 years after date to the order of Bank of Stevenson, 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 it 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 \$2000.00 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

Satisfied

BK Y
Pg 10