YAKIMA BINDERY & PTA CO BOOT 4 TA

## MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

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, and State of Washington, and particularly bounded and described as follows, to-wit:

The Westerly 25 feet of the following described property:
Beginning at a point on the Southerly line of the Evergreen Highway, which said point is North 81° 00' West 850 feet from a point which is South 1257 feet and West 38.93 feet from the common corner of Sections 15, 16, 21 and 22, in Township 2 North of Range 7 East of the Willamette Meridian, and running thence North 79° 51' West, along said highway, 50 feet; thence South 10° 09' West 100 feet; thence South 79° 51' East 51.3 feet; and thence North 9° 34' 30" East 100 feet to the place of beginning, said tract being designed as Lot 9, Block 4, of the unrecorded plat of the town of North Bonneville, Skamania County, Washingon.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of THREE HUNDRED TWENTY-FIVE and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of eight per cent after delinquency per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date December 19th, 1945, made by the parties of the first part payable in monthly installments of not less than \$25.00 a month commencing January 19th, 1946, 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 parties of the first part agree to keep the property insured in the sum of \$350.00 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 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 W. E. Eggleston (SEAL)

Ruth Eggleston (SEAL)

STATE OF WASHINGTON, )
COUNTY of Skamania

PERSONAL CERTIFICATE OF ACKNOWLEDGMENT

On this day personally appeared before me W. E. Eggleston and Ruth Eggleston, husband and wife, to me known to be the individuals described in and who executed the within and