

## MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

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#35115

M. Christensen to Ray E. Davis

THIS INDENTURE, Made this 26th day of January in the year of our Lord one thousand nine hundred and forty-six BETWEEN M. Christensen, a single man party of the first part, and Ray E. Davis, a single man, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ONE THOUSAND FIVE HUNDRED and no/100 DOLLARS, lawful money of the United States, to him 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:

The NE $\frac{1}{4}$  of SE $\frac{1}{4}$  and N $\frac{1}{2}$  of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 27, Township 2 N. R. 6 E. W. M. containing 60 acres more or less; Saving and excepting a tract fifty feet square containing a spring which lies 826 feet North and 891 feet West of the South East corner of Section 27 in said Township and Range.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of ONE THOUSAND FIVE HUNDRED and no/100 DOLLARS lawful money of the United States, together with interest thereon at the rate of five per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date January 26th, 1946, made by party of the first part payable ONE OR BEFORE FIVE YEARS after date 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 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 agree to keep the property insured in the sum of \$1000.00 payable to the party of the second part as his interests may appear.

Incase 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 party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

M. Christensen (Seal)

*Attest*

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