

thereon at the rate of eight per cent per annum after delinquency from date until paid, according to the terms and conditions of one certain promissory note, bearing date March 28, 1946, made by parties of the first part payable in monthly installments of not less than \$21.00 a month commencing April 28, 1946, to the order of Bank of Stevenson, a corporation, 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 \$500.00 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) A. Hylton (SEAL)  
Leota P. Hylton (SEAL)

STATE OF WASHINGTON, )  
County of Skamania ) ss. PERSONAL CERTIFICATE  
OF  
ACKNOWLEDGMENT

On this day personally appeared before me A. Hylton and Leota P. Hylton, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of March, A. D. 1946

My Commission expires on the 31st day of January, 1947

Raymond C. Sly

Notary Public in and for the State  
of Washington, residing at Steven-  
son, therein.

(Notarial Seal Affixed)

Filed for record March 29, 1946 at 1:30 p.m. by Grantee.

*Malet J. J. J.*  
Skamania County Auditor

#35336

R. W. O'Neal et ux to Bank of Stevenson

THIS INDENTURE, Made this 27th day of March in the year of our Lord one thousand