

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

Page 570  
YAKIMA BINDER, CO., INC. 197007

the terms and conditions of one certain promissory note, bearing date April 27th, 1946, made by parties of the first part payable in monthly installments of not less than \$42.00 a month commencing May 27th, 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 \$1000.00 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 ) H. Charles Smalley  
 ) Bessie Smalley (Seal)

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

On this day personally appeared before me H. Charles Smalley and Bessie Smalley, 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 27th day of April, 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 Stevenson,  
Washington

(Notarial Seal Affixed)

Filed for record May 11, 1946 at 10:50 a.m. by Raymond C. Sly.

Mahel J. Foster  
Skamania County Auditor

#35471

Leonard L. Foster et ux to Bank of Stevenson

THIS INDENTURE, Made this 13th day of April in the year of our Lord one thousand nine hundred and forty-six BETWEEN Leonard L. Foster and Louise Foster, husband and wife,