

SKAMANIA COUNTY, WASHINGTON

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 FOUR HUNDRED THIRTY-SIX 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 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:

Beginning at a point 265 feet west and 70 feet south of the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 26 T. 4 N. R. 7 E. W; M. for the point of beginning the description of the tract hereby conveyed; Thence southerly on the West boundary of the Wind River Road 225 feet to the center of an unnamed creek; thence following the center of said Creek westerly 112 feet to intersection with northerly boundary of the south fork of the Hemlock Road; thence following said northerly boundary northwesterly 68 feet to intersection with the southerly boundary of the North fork of the Hemlock Road; thence following said southerly boundary northeasterly a distance of 230 feet to the point of beginning, being the NE corner of the tract hereby conveyed, and on the west boundary of said Wind River Road.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of FOUR HUNDRED THIRTY-SIX and no/100 DOLLARS, lawful money of the United States, together with interest 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 April 13th, 1946, made by parties of the first part payable in monthly installments of not less than \$24.00 a month commencing May , 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 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.

Satisfied

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