

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY, S. P. O., CO., 187297

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#35590

Leonard Foster et ux to Conrad Swanson et al

This Indenture, made this 29th day of March in the year of our Lord one thousand nine hundred and forty-six between Leonard Foster and Ruby J. Foster, husband and wife, parties of the first part, and Conrad Swanson, Ruth States Knapp, and Waldo L. States, parties of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Thousand and no/100 Dollars, lawful money of the United States, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents, Grant, Bargain, Sell, Convey and Warrant unto the said parties of the second part, and to their 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:

Lots 7, 8, 9, and 10 in Block 6 Riverview Addition to the Town of Stevenson, according to the official plat thereof on file and on record in the office of the Auditor of Skamania County, Washington.

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 and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of six per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date March 1st, 1946, made by mortgagors payable on or before one year after date to the order of parties 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 parties of the second part, their 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 parties of the second part, their 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 parties of the second part, their 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 part of the first part agree to keep the property insured in the sum of \$ payable to the part of the second part as interests may appear.

In case of the foreclosure of this mortgage, the parties of the second part, their 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

Leonard Foster

(Seal)

Satisfied
BK X
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