

MORTGAGE RECORD—W
SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTO. CO. 15707

Mahog J. J. J.
Skamania County Auditor

#35672

Elder W. Dietderich et ux to Charles W. Henderson

This Indenture, made this 10th day of July in the year of our Lord one thousand nine hundred and forty six Between Elder W. Dietderich and E. Estelle Dietderich, husband and wife parties of the first part, and Charles W. Henderson party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Thirty five hundred 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:

Lot numbered one of Seely's Subdivision of the Southwest quarter of section 19 Tp 3 N. R 10 E. W.M. together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

This conveyance is intended as a mortgage to secure the payment of Thirty five hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of four per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date July 10th, 1946, made by parties of the first part payable on or before five years; provided mortgagors agree to annually pay upon principal a sum equal to one half of the net profits from the mortgaged property to the order of Charles W. Henderson 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 that 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.

In case 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 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

Satisfied
BK 27
Pg 257