MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

On this day personally appeared before me Leota Smalley and R. B. Smalley to me known to be the individuals described in and who executed the foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed.

Given under my hand and official seal this 23 day of July 1946.

C. L. Fegles

Notary Public for the state of Oregon. My Commission expires Notary Public for Oregon My Commission expires Feb. 10, 1950

(Notarial Seal Affixed)

Filed for record July 27, 1946 at 9:55 a.m. by Grantee.

Skamarda County Auditor

#35758

M. H. Buck et ux to Bank of Stevenson

THIS INDENTURE, Made this lst day of August in the year of our Lord one thousand nine hundred and forty six BETWEEN M. H. Buck and Bessie Buck, husband and wife 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 Nine Hundred Forty Four 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 for the Bargain, Sello Convey and Warrant unto the said party of the second part, and to its successors and assigns, the following described tract or parcel of land, lying and being in the County, of Skanfania, and State of Washington, and particularly bounded and described as follows, to-wit:

Lot 8 in Block 2 of Bonnevista Addition to the Town of North Bonneville, according to the official plat thereof on file and 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 Nine hundred forty four and no/100 DOLLARS, lawful money of the United States, together with interest thereon after delinquency at the rate of eight per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date August 1st, 1946, made by mortgagors payable in monthly installments of not less than \$26.00 each payable on the 6th day of each month commencing September 6, 1946 after date to the order of Bank of Stevenson 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 successors 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 successors 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, its successors 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.

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