

MORTGAGE RECORD—W

623

SKAMANIA COUNTY, WASHINGTON

On this day personally appeared before me Geo. F. Christensen to me known to be the President of Bank of Stevenson, the corporation that executed the foregoing instrument, and acknowledged to me that he signed the same as the free and voluntary act and deed of said corporation; and on oath stated that he was authorized to execute the same and that the seal affixed is the corporate seal of said corporation.

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

(Notarial seal affixed)

Raymond C. Sly
Notary Public for Washington residing at
Stevenson therein.

Filed for record September 23, 1946 at 2-15 p.m. by Raymond C. Sly

Malcolm J. Fosse
Skamania County Auditor.

#35927 Donald S. Murray et ux to Bank of Stevenson

This Indenture, made this 24 day of September, 1946, between Donald S. Murray and Ella S. Murray, 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 Five Hundred Ninety 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 its 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 described and bounded as follows, to-wit:

Beginning at the Southeast corner of the Southwest quarter of the Southeast quarter of Section Twenty-four (24), Township Three (3) North of Range Seven (7) East of Willamette Meridian; thence North 40 rods; thence West 60 rods; thence South 40 rods; thence east 60 rods to the place of beginning, containing 15 acres, more or less.

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

This conveyance is intended as a mortgage to secure the payment of Five-Hundred Ninety 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 September 24, 1946, made by mortgagors payable in monthly installments of not less than \$17.00 a month commencing October 24th, 1946 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, 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 it or their security by insurance or on account of any taxes, charges, incum-

Satisfied
BK X
Pg 366