

#35954

J. O. Lawffer et ux to Henry M. Cummings

The Mortgagors, J. O. Lawffer and Ida F. Lawffer, husband and wife, mortgage to Henry M. Cummings the following described real estate, situate in the County of Skamania State of Washington to-wit:

Beginning at a point on the Northerly line of the Evergreen Highway which is 720 feet East of the line between Sections 21 and 22 in Township 2 North of Range 7 East of the Willamette Meridian, which said point is the Southeast corner of that certain tract conveyed to W. H. Hilliard et ux, by deed recorded in Book "V", at page 123, of Skamania County Deed Records, and running thence North 0° 48' West, along the East line of said tract, 1154.53 feet; thence North 89° 47' East 334 feet to the West line of that certain tract conveyed to George M. Scammon by deed recorded in Book "T" at page 83, of Skamania County Deed Records; thence South 0° 48' East 772.23 feet to a point 40 feet North of the Southwest corner of said tract, which point is 440 feet North of the Northerly line of said Evergreen Highway, and which point is the true point of beginning of the herein described property; thence South 89° 47' West 250 feet; thence North 0° 48' West 150 feet; thence North 89° 47' East 250 feet; and thence South 0° 48' East 150 feet to the true point of beginning.

to secure the payment of the sum of One Thousand Nine Hundred Ninety-five and no/100 Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$1995.00

Vancouver, Wash., September 30, 1946.

Three years after date, without grace, for value received, we jointly and severally promise to pay Henry M. Cummings or order, at North Bonneville, Washington One Thousand Nine Hundred Ninety-five and no/100 Dollars with interest from date until paid, at the rate of 6 per cent per annum, interest payable annually, and if not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If not so collected, the interest to be added to and become part of the principal, and the same to bear interest thereafter, until paid, at the rate of 6 per cent per annum. Principal and interest payable in lawful money of the United States. And in case action is commenced to enforce payment of this note or any portion thereof we jointly and severally promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees. It is especially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

P. O.

Due September 30, 1949.

J. O. Lawffer  
Ida F. Lawffer

Mortgagors further agree that they will pay all taxes and assessments levied against said premises or upon this mortgage before delinquency; that they will keep the buildings located thereon insured in a sum of not less than \$\_\_\_\_\_, with loss, if any, payable to the mortgagee, as \_\_\_\_\_ interests may appear; and that if default be made in either of these covenants, or in the payment of the interest at the times specified in said note, the whole amount hereby secured shall become immediately due and collectible, at the option of the holder hereof.

It is specially agreed and consented to that in case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder hereof.

Dated this 30th day of September, 1946.

Executed in the presence of

J. O. Lawffer (seal)  
Ida F. Lawffer (seal)

STATE OF WASHINGTON )  
( ss  
COUNTY OF SKAMANIA )

I, Alice E. Voorhees, the undersigned authority, do hereby certify that on this 30 day of September, A. D. 1946, before me personally appeared J. O. Lawffer and Ida F. Lawffer, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, the day and year last above written.

(Notarial seal affixed)

Alice E. Voorhees  
Notary Public for the State of Washington, residing at North Bonneville therein.

Filed for record October 1, 1946 at 9-30 a.m. by J. O. Lawffer

Mabel J. Fasse  
Skamania County Auditor.

Satisfied

BK X  
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