

MORTGAGE RECORD—W

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SKAMANIA COUNTY, WASHINGTON

627 MA BINDERY & PTD. CO. 18797

#35959

W. E. Eggleston et ux to Bank of Stevenson

This Indenture, made this 9th day of September 1946, between W. E. Eggleston and Ruth Eggleston, 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 Eight Hundred Sixty-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, Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to its heirs and assigns, the following described tracts or parcels of land, lying and being in the County of Skamania, and State of Washington, and particularly bounded and described as follows, to-wit:

Beginning at a point which is 801.1 feet So. and 919.18 feet West of the N.E. corner of Sec. 21, Twp. 2 No. Range 7 EWM; and running thence No. 0° 48' West 100 feet; thence No. 79° 51' West 284.64 feet to a point, which is the true point of beginning of the tract herein described; and running thence North 79° 51' West 30 feet; thence North 0° 48' West 60 feet; thence South 79° 51' East 30 feet; thence South 0° 48' East 60 feet to the place of beginning; said tract being designated as Lot 16 in Block 11 of the unrecorded plat of North Bonneville, Skamania County, Washington. Beginning at a point which is 801.1 feet So. and 919.18 feet West of the N. E. corner of Section 21 in Twp. 2 No. of range 7 EWM; and running thence No. 0° 48' West 100 feet; and thence No. 79° 51' West 314.64 feet to a point which is the true point of beginning of the tract herein described; and running North 79° 51' West, 30 feet; thence North 0° 48' West 60 feet; thence So. 79° 51' East 30 feet; and thence South 0° 48' East 60 feet to the place of beginning; said tract being designated as Lot 15 in Block 11 of the unrecorded plat of North Bonneville, 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 Eight Hundred Sixty-four 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 9th, 1946 made by mortgagors payable in monthly installments of not less than \$25.00 a month commencing October 9th, 1946, to the order of Bank of Stevenson, a corporation, 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 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 the court may adjudge reasonable as attorney's fees, to be taxed as a 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 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.

The parties of the first part agree to keep the property insured in the sum of \$1000.00 payable to the party of the second part as its interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, its 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

Satisfied

EX Y

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