

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

Beginning at a point 40 chains North and 25 chains West of the Southeast corner of Section 25 Tp. 3 N. R. 7 E. W. M.; thence West 15 chains; thence South 20 chains; thence East 15 chains; thence North 20 chains to the place of beginning, excepting therefrom that portion lying westerly of Kanaka Creek Road and excepting also road easement conveyed to Sam Samson by deed recorded at page 420 Book "R" of Deeds, (being the same property described in deed from M. H. Benson to Lulu Inman dated July 17, 1919 and recorded at page 168 book "R" of Deeds, records of Skamania County).

ALSO: Beginning at the northeast corner of the Southwest quarter of the Southeast quarter of section 25, Tp. 3 N. R. 7 E. W. M., thence West 66 rods and 6 feet to the County Road, thence along the meander of County Road to South line of said SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Sec. 25, thence east 14 rods and 13 feet to the southeast corner of said SW $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 25, thence north 80 rods to the place of beginning, containing 19 acres, more or less.

Excepting from the above described tract that parcel of land conveyed to Jacob Garwood, described as follows: Commencing at the Southeast corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Tp. 3 N. R. 7 E. W. M., thence West 249 feet; thence North 19° 31' West 1500 feet; thence East 299 feet; thence South 141 feet to the place of beginning.

Also excepting tract of land acquired by the United States of America for Bonneville Transmission line.

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

THIS CONVEYANCE is intended as a mortgage to secure the payment of Fifteen Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of two per cent per annum from date until paid, according to the terms and conditions of three certain promissory notes, bearing date September 30th, 1946, made by mortgagors payable: note #1 on or before six months after date, note #2 on or before one year after date, and note #3 on or before 18 months after date to the order of parties of the second part 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 notes, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said parties of the second part, their 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 notes or this mortgage, said parties of the second part, their 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 parties of the second part, their heirs, executors, administrators and assigns may be obliged to make for it 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 \$1500.00 payable to the parties of the second part as their interest may appear.

In case of the foreclosure of this mortgage, the parties of the second part, their 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.

Frank A. Wachter (LS)
 Agnes H. Wachter (LS)

STATE OF WASHINGTON)
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 COUNTY OF SKAMANIA (ss
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