

635 MA BINDER & PTO CO. 18797

husband and wife, parties of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Three Thousand and no/100 Dollars lawful money of the United States to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents, Bargain, Grant, Sell, Convey and Warrant unto the said parties of the second part, and to their 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 as follows, to-wit:

v Beginning at a point 200 feet due West of a round hub placed at an angle point in the Northerly line of the Spokane, Portland & Seattle Railway Company's right-of-way, North 9° 05' East 200 feet from Station 2042 - 23.4 of the survey locating the center line of said right-of-way, said round hub being 997.92 feet South and 2035.5 feet West from the Northeast corner of Section 21 in Township 2 North of Range 7 East of the Willamette Meridian, and running thence N 0° 48' West to the Southerly line of the Evergreen Highway; thence following the Southerly line of the Evergreen Highway Easterly to a point which is N 0° 48' West of a point 50 feet due East of the round hub above mentioned; thence South 0° 48' East to the Northerly line of the 400 foot right-of-way of the Spokane, Portland & Seattle Railway Company; thence Westerly along the Northerly line of the said 400 foot right-of-way to the round hub above mentioned; thence South 9° 5' West 100 feet to an angle point in the North line of the Spokane, Portland & Seattle Railway Company's right-of-way; thence Westerly along the Northerly line of the 200 foot right-of-way of said Spokane, Portland & Seattle Railway Company to a point which is South 0° 48' East of the place of beginning; thence North 0° 48' West to the point of beginning, being designated as the Westerly 50 feet of Lot 1 and Lots 2, 3, 4 and 5 of Block 9 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 Three thousand and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of six per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date September 12, 1946, made by parties of the first part payable in monthly installments of not less than \$100.00 commencing October 1, 1946 and payable on the 1st day of each month thereafter 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 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 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 note 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 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 parties of the second part, their heirs, executors, administrators and assigns may be obliged to make for their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

m The parties of the first part agree to keep the property insured in the sum of \$_____ payable to the parties of the second part as their interests 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