

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 successors and assigns, the following described tract or parcel 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 37 rods west and 32 rods south of the Northeast corner of Section 20 Township 3 N. Range 8 East W. M., running thence west 43 rods; thence south 33 rods; thence east 43 rods; thence north 33 rods to the place of beginning, containing  $8\frac{1}{2}$  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 Four Thousand Five Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of four per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date 6th November, 1946, made by the parties of the first part hereto, payable \$100.00 per month for the first twelve months beginning on December 20, 1946 to and including November 20, 1947 and \$40.00 per month thereafter beginning on December 20, 1947, after date to the order of Security State Bank, White Salmon, Washington, 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 successors 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 successors or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$ a reasonable sum 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 successors or 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 full insurable value, 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 successors 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.

Signed, sealed and delivered  
in the presence of  
L. C. Barton

John W. Smith (seal)  
Betty A. Smith (seal)

STATE OF WASHINGTON )  
COUNTY OF KLIKITAT ) ss

I, L. C. Barton a notary public in and for the said state, do hereby certify that on this 6th day of November, 1946, personally appeared before me John W. Smith and Betty Smith, husband and wife, to me known to be the individuals described in and who executed