

# MORTGAGE RECORD—W

65

65

SKAMANIA COUNTY, WASHINGTON

#32640

William L. Markgraf et ux to Charles F. Ladwig.

THIS INDENTURE, Made this 30th day of June in the year of our Lord one thousand nine hundred and forty three BETWEEN William L. Markgraf and Evelyn M. Markgraf, husband and wife parties of the first part, and Charles F. Ladwig party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two thousand 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 his 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 bounded and described as follows, to-wit:

The Southeast quarter of Section Seventeen, Township three North Range Eight East of W. M., excepting approximately 3 acres conveyed to Sam Samson by deed recorded at page 489 Book V of Deeds, and that tract conveyed to Henry Stell by deed dated January 10, 1940 recorded at page 117 Volume 28 of Deeds, records of Skamania County, Washington; also EXCEPTING the following; Commencing at the center of said section 17, thence S 89° 55' E 30 feet to the point of beginning, thence from said point of beginning S 89° 55' E a distance of 1269 feet, thence south 592.5 feet, thence westerly a distance of 1269 feet to a point 611.1 feet south of the place of beginning, thence north 611.1 feet to the point of beginning, being the same property described as Lots 3 and 4 in plat of subdivision of SE $\frac{1}{4}$  of said section 17 recorded at page 40 of plat Book "A", records of 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 Two thousand and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of five per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date June 30th, 1943, made by William L. Markgraf and Evelyn M. Markgraf, payable in annual installments of \$250.00 on or before the 15th day of November commencing November 15th 1943 after date to the order of Charles Ladwig 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, his 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, his heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum that 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 party of the second part, his heirs, executors, administrators and assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

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

*Satisfied*  
BK X  
Pg 87