

#32723

Juanita Bailey to Bank of Stevenson

This Indenture, Made this 10th day of August in the year of our Lord one thousand nine hundred and forty-three between Juanita Bailey party of the first part, and Bank of Stevenson, a corporation party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Two Hundred Sixty Five and 00/100 Dollars, lawful money of the United States, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does 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, State of Washington, and particularly bounded and described as follows, to-wit:

Beginning at the southwest corner of Lot 9 Normandy Tracts, according to the official plat thereof on file in the office of the Auditor of Skamania County, Washington, & thence northerly along the westerly line of said Lot 9 a distance of 114 feet to the point of beginning of the tract herein described; thence at right angle in a westerly direction a distance of 40 feet, thence at right angle northerly a distance of 60 feet, thence at right angle easterly a distance of 40 feet to the westerly line of said Lot 9, thence southerly along the westerly line of Lot 9 to the place of beginning.

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 Hundred sixty five and 00/100 Dollars, lawful money of the United States, together with interest on delinquent payments at the rate of 8 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date August 10, 1943, made by Juanita Bailey payable in monthly installments of \$21.25 each commencing September 10, 1943 after date to the order of Bank of Stevenson 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 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, 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 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 party of the first part agrees to keep the property insured in the sum of \$500.00, payable to the party of the second part as their 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 party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Juanita Bailey

(seal)

Satisfied  
BK W  
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