

ington, and particularly bounded and described as follows, to-wit:

Beginning at the northwest corner of Lot numbered eight (8) of Oregon Lumber Company's Subdivision of part of Section 14 tp 3 N. R. 9 E. W. M., according to the official plat thereof on file and of record at page 29 of Plat Book "A" records of Skamania County, Washington, thence south 20 rods, thence east 40 rods, thence north 20 rods, thence west 40 rods 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 Three hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of eight per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date September 9th, 1943, made by Peter J. Lutgen and Grace W. Lutgen payable on or before one year 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, 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 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 parties of the first part agree to keep the property insured in the sum of \$300.00 payable to the party of the second part as its interest 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

Peter J. Lutgen (seal)
Grace W. Lutgen (seal)

STATE OF WASHINGTON)
(ss
COUNTY OF SKAMANIA)

Personal certificate of acknowledgment

On this day personally appeared before me Peter J. Lutgen and Grace W. Lutgen, his wife to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of September, A. D. 1943.

My commission expires on the ___ day of ___, 19__

Raymond C. Sly
Notary Public in and for the State of
Washington, residing at Stevenson.

(Notarial seal affixed)