

#32862

Harvey O. Barnes et ux to Bank of Stevenson

This Indenture, Made this 5th day of October in the year of our Lord one thousand nine hundred and forty-three between Harvey O. Barnes and Lora L. Barnes, husband and wife parties of the first part, and Bank of Stevenson, a Washington corporation party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Three Hundred Twenty-seven and 00/100 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 it and 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:

Begin at the intersection of the south line of Sec. 36 Twp 3 N R 7 E W M, and the west line of the Harry Shepard D. L. C.; thence east 115.8 feet; thence N 61° 40' E. 1557.1 feet to the intersection of the center line of Vancouver Avenue and the center line of Kanaka Creek Road, which point is the initial point of the tract to be described; thence N. 36° 27' W. 118.2 feet along the center line of Kanaka Creek Road; thence N. 55° 44' W. 301.8 feet along the center of Kanaka Creek Road; thence N. 61° 40' E. 326.0 feet to the center of Kanaka Creek, thence S 2° 25' E. 80.49 feet along center of Kanaka Creek, thence S. 11° 29' E. 117.41 feet along center of Kanaka Creek, thence S. 39° 59' E. 203.91 feet along the center of Kanaka Creek; thence S. 61° 40' W. 143.29 feet along a projection of the center line of Vancouver Avenue to the point of beginning, containing 1.33 acres, more or less. Excepting therefrom public highways.

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 Twenty Seven and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 8 per cent per annum after maturity until paid, according to the terms and conditions of one certain promissory note, bearing date October 5, 1943, made by Harvey O. Barnes, and Lora L. Barnes, husband and wife payable in monthly installments of \$18.10 each after date to the order of Bank of Stevenson, a Washington corporation 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 \$500.00 payable to the party of the second part as its interests may appear.

In case of the foreclosure of this mortgage, the part__ 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

Satisfied
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