

## MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY &amp; PTO., CO., 157207

96

purposes therein mentioned.

Given under my hand and official seal this 29th day of September, 1943.

(Notarial seal affixed)

Amos F. Olsen  
Notary Public for Washington residing  
at Seattle, Wash.

Filed for record October 7, 1943 at 1-20 p.m. by Grantee

Mabel D. Case  
Skamania County Auditor.

#32876

Lloyd Harder et ux to Nellie Weinheimer

This Indenture, Made this 6th day of October in the year of our Lord one thousand nine hundred and forty-three between Lloyd Harder and Bonnie Harder, husband and wife parties of the first part, and Nellie Weinheimer party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Thirty seven hundred 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 her 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:

Beginning at a point 137.6 feet east of the quarter post on the south line of section 36 tp. 3 N R 7 E W M, thence N. 3° 30' W to a point due west of the northwest corner of Lot 5 Block 4 of Johnson's Addition to the Town of Stevenson, thence east to the Northwest corner of said Lot 5 Block 4 Johnson's Addition, thence S 29° 10' E to the south line of said section 36 at a point 159.4 feet east of the place of beginning, thence west 159.4 feet to the point of beginning.

Also: Lots 4, 5 and 6 of Block 4 of Johnson's Addition to the Town of Stevenson, according to the official plat thereof on file and of record in the office of the Auditor 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 Thirty seven 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 October 6, 1943, made by Lloyd Harder and Bonnie Harder, husband and wife, payable on or before ten years after date to the order of Nellie Weinheimer 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, her 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, her 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, her heirs, executors, administrators and assigns may be obliged to make for her or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

Attested  
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Pg 121