

#37504

W. B. McNutt et ux to Security State Bank

MORTGAGE

THIS INDENTURE, Made this 9th day of SEPTEMBER in the year of our Lord one thousand nine hundred and forty-seven BETWEEN W. B. McNUTT and INEZ McNUTT, husband and wife now and at all times since prior to acquiring title to the real property described herein, parties of the first part, and SECURITY STATE BANK, White Salmon, Washington, a corporation duly organized and existing under the laws of Washington party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of ONE THOUSAND FOUR HUNDRED FORTY-THREE and 81/100 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 its successors and assigns, the following described tract or parcel of land, lying and being in the County of Klickitat and State of Washington, and particularly bounded and described as follows, to-wit:

N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 4, Township 3 North, Range 10 East of the Willamette Meridian; and the N $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and N $\frac{1}{2}$ of the S $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 9, Township 3 North, Range 10 East of the Willamette Meridian; together with all water rights of grantors appurtenant to said lands or used in connection therewith,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of ONE THOUSAND FOUR HUNDRED FORTY-THREE and 81/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of seven per cent. per annum from date until paid, according to the terms and conditions of that certain promissory note, bearing date September 9, 1947, made by the parties of the first part hereto, payable in monthly installments of \$50.00 each on the 12th of each month, the first payment to become due October 12, 1947, after date to the order of SECURITY STATE BANK, White Salmon, Washington, 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 when the same shall become due and payable, according to the terms and conditions thereof, part thereof, 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 of 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 or assigns may be obliged to make for it 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 full insurable value, 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

Satisfied
Bx 1
Pg 172

Partial Release Recorded Nov 20, 1948
Book X - Page 565
John C. Waples, Co. and
B. E. Smith, Jr.