

MORTGAGE RECORD-X

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-177183

Mortgage Record "X"

(Notarial seal affixed)

Don Rayburn

Notary Public in and for the State of
Washington, residing at Camas

Filed for record April 21, 1948 at 9-45 a.m. by R. C. Sly.

John E. Shachter
Skamania County Auditor

#37796

Virgil L. Asbury et ux to May E. Graves

MORTGAGE

THIS INDENTURE, Made this 24th day of January in the year of our Lord one thousand nine hundred and Forty Eight BETWEEN VIRGIL L. ASBURY and HELEN B. ASBURY, wife, parties of the first part, and May E. Graves, a widow, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TWO THOUSAND 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 parties 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 the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 16, 10 Township 3 North, of Range 10 East, Willamette Meridian, running thence North 48 rods, thence West 35 rods, thence South 48 Rods, and thence East 35 rods to place of beginning, containing 10 1/2 acres, more or less.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of the sum of TWO THOUSAND AND NO/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of 4 1/2 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date even date herewith, 19__, made by first parties, payable in annual installments of \$500.00 or more each, after date to the order of second party and these present 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 of 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 of \$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, her heirs, executors, administrators and assigns may be obliged to make for themselves 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 part__ of the first part agree to keep the property insured in the sum of \$2,000.00 payable to the party of the second part as her interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, her heirs,

Satisfied

Bk Y

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