

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-2241

Mortgage Record Y

447

EXCERPTING THEREFROM:

- (1) A strip of land 100 feet in width acquired by condemnation by the Portland and Seattle Railway Company.
- (2) Easements, rights of way, and a strip of land, on, over, across, and through the above described property granted to and acquired by the State of Washington and Skamania County.
- (3) An easement for a right of way and power line on, over, and across the above described property granted to the Northwestern Electric Company, a Washington corporation, by deed dated November 12, 1930, and recorded February 20, 1931, at page 573 of Book W of Deeds.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Twenty Seven Hundred and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of 3 per cent. per annum from date until paid, according to the terms and conditions of _____ certain promissory note, bearing date _____, 1950, made by the parties of the first part hereunto, payable, on or before ten years after date to the order of Roy H. Dobbs and Veta M. Dobbs 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, then the said parties of the second part, their 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 parties of the second part, their heirs, executors, administrators 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 payments which said parties of the second part, their heirs, executors, administrators and assigns may be obliged to make for _____ 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 \$ _____ payable to the part _____ of the second part as _____ interests may appear.

In case of the foreclosure of this mortgage, the parties of the second part, their heirs, executors, administrators 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

L. B. Johnston (SEAL)

Violet M. Johnston (SEAL)

STATE OF WASHINGTON,)
County of Clark) SS.

I, Paul S. Baz a Notary Public in and for the said State, do hereby certify that on this 8th day of December, 1950, personally appeared before me L. B. Johnston and Violet M. Johnston to me known to be the individuals described in and who executed the written instrument and acknowledged that They signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day