

46723

M O R T G A G E

The mortgagors, GEORGE A. SWEENEY and ANNA E. SWEENEY, husband and wife, hereby mortgage to E. F. NIEMELA and COLLYER T. POTTER, of 5329 Northeast Union Avenue, Portland 11, Oregon, all of their interest in and to the following described real property situated in the County of Skamania, State of Washington, to-wit:

The Northeast quarter of the Northwest quarter and the Northwest quarter of the Northeast quarter and Lots 5 and 6, Section 31, Township 3 North, Range 8 East of the Willamette Meridian.

ALSO, the West half of the Southeast quarter of Section 30, Township 3 North, Range 8 East of the Willamette Meridian.

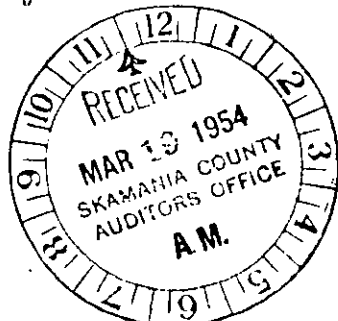
EXCEPT, approximately 11 acres out of the Southeast corner of the tract first hereinabove described heretofore sold to Fred Wentzel and Marie Wentzel, his wife.

This mortgage is given to secure the payment of one certain promissory note executed simultaneously herewith by mortgagors in favor of mortgagees for the sum of \$5,300.00 with interest thereon at the rate of 5 per cent per annum, in accordance with its terms and provisions, of which note the following is a copy:

"\$ 5,300.00

Portland, Oregon, February 16, 1954

For value received we promise to pay to E. F. Niemela and Collyer T. Potter or order Five Thousand, Three Hundred and No/100ths Dollars, in Lawful Money of the United States of America, with interest thereon in Lawful Money, at the rate of FIVE per cent. per annum from date until paid, payable in monthly installments of not less than \$30.00 in any one payment, together with the full amount of interest due on this note at the time of payment of each installment. The first payment to be made on the 28th day of March, 1954, and a like payment on the 28th day of each month thereafter, until the whole sum, principal and interest, has been paid; if any of said installments are not so paid, the whole of said principal sum and interest, to become immediately due and collectible at the option of the holder of this note. And in case suit or action is instituted to collect this note or any portion thereof we promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.



George A. Sweeney
Anna E. Sweeney