

72061

MORTGAGE (BY CORPORATION)

BOOK PAGE 447

THIS INDENTURE, Made this 7 day of Aprilin the year of our Lord One Thousand Nine Hundred and SeventyBETWEEN COLUMBIA-PACIFIC TOWING CORPORATIONa Corporation, duly organized and existing under the laws of the State of Washington, the party of thefirst part, and Esson H. Smith and H. Virginia Smith

the party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten and

no/100 DOLLARS
lawful money of the United States, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and unto their heirs, executors, administrators and assigns, the following tract, lot, or parcel of land, situate, lying and being in the County of Skamania, State of Washington, and particularly bounded and described as follows, to-wit:

Lot 17, Block 1, Riverview Addition to
the town of Stevenson, known by the
parties hereto as the "Neyland Property".

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Four HundredSeventy Thousand and no/100 DOLLARS,lawful money of the United States, together with interest thereon in like lawful money at the rate of 1.25 per cent. per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date December 27, 1963 made by Columbia-

Pacific Towing Corporation payable to the order of said party of the second part, 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 party of the second part, their heirs, executors, administrators or assigns; are hereby empowered to sell the said premises, with all and every of the appurtenances, or any part thereof in the manner prescribed by law, and out of the money arising from such sale to retain the whole of said principal and interest, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, its successors or assigns. And in any suit or other proceeding that may be had for the recovery of said principal sum and interest, on either said note, or this mortgage, it shall and may be lawful for the said party of the second part, their heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of Two Hundred and no/100 DOLLARS in lawful money (or in case of settlement or payment being made after suit was commenced, and before the final decree has been entered thereon, an attorney's fee of One Hundred dollars in lawful money shall be taxed as part of the costs in such suit), as well as all payments that the said party of the second part, their heirs, executors, administrators or 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, together with interest thereon at the rate of _____ per cent. from the time of said payment.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be executed by its President and Secretary thereunto duly authorized, and has caused its corporate seal to be hereunto affixed the day and year first above written.

Signed, Sealed and Delivered in presence of

Esson H. Smith By Thomas M. Nelson President.
Thomas M. Nelson And Thomas M. Nelson Secretary.

STATE OF ~~WASHINGTON~~ OREGON

ss. (CORPORATE ACKNOWLEDGMENT)

County of MULTNOMAH

On this 7th day of April, 1970

Before me personally appeared ROLAND E. BRUSCO

known to be the President

of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Lois E. Pierce
Oregon

My Commission expires: 9/10/70

72081

No.

MORTGAGE

FOR CORPORATION

FROM

COLUMBIA-PACIFIC FISHING CORPORATION

TO

ESSON H. SMITH and H. VIRGINIA SMITH

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

Walter Barthelme, Notary Public

OF 1500 Yakima Avenue, N. E.,

AT 1:30 P. M. April 28, 1970

WAS RECORDED IN BOOK 48

OF 712pg AT PAGE 448

RECORDS & SKAMANIA COUNTY, WASH.

W. H. H. H.

COUNTY AUDITOR

E. H. H. H.

DEPUTY

REGISTERED
INDEXED: DIR.
INDEXED: I.
RECORDED:
COMPARED
MAILED

Unofficial Copy