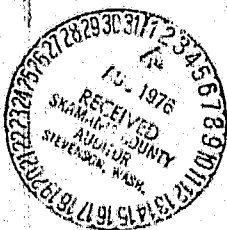


82553

THIS MORTGAGE, Made this _____ day of _____, 1976, by James Roman and Kathleen M. Roman, Mortgagee S., to Fern Margret Badcock, Mortgagee

WITNESSETH, That said mortgagorS, in consideration of Thirty-Five thousand and no/100 (\$35,000.00) Dollars, to them paid by said mortgagee, do hereby grant, bargain, sell and convey unto said mortgagee, her heirs, executors, administrators and assigns that certain real property situated in Skamania County, State of WASHINGTON bounded and described as follows, to-wit:

That portion of the West half of the Southeast Quarter (w1/2 SE - 1/4) lying westerly of the right of way acquired by the State of Washington for Primary State Highway No. 8; and the East 10 acres of the North Half of the Southwest Quarter (N-1/2 SW - 1/4); in Section 9, Township 1 North, Range 5 E.W.M. EXCEPT a tract of land described as the westerly 223.7 feet of the North 208.7 feet of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section 9, Township 1 North, Range 5 E.W.M., granted to the State of Washington for the Cape Horn Radio Relay Station by deed dated March 15, 1965, and recorded April 6, 1965 at page 114 of Book 54 of Deeds, under Auditor's File No. 64870, Records of Skamania County, Washington. Said conveyance is subject to the existing county road and an easement for a private road lying within the westerly 15 feet of the tract conveyed.



together with the tenement, hereditaments, and appurtenances thereunto belonging or appertaining. To Have and to Hold the said premises with the appurtenances unto the said mortgagee, her heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note of which the following is a substantial copy, to-wit: \$35,000.

Twenty years after date, for value received, James Roman and Kathleen Roman in promise to pay to the order of Fern Margret Badcock.

Thirty-five thousand and no/100 atogue River, Oregon DOLLARS, in lawful money of the United States of America, with interest thereon in like lawful money at the rate of 8 per cent. per annum from date until paid. Interest to be paid annually and if not so paid, the whole sum of both principal 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, James Roman and Kathleen M. Roman promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

James Roman Kathleen Roman

Now, if the sum of money due upon said instrument shall be paid according to agreement therein expressed, this mortgage shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said Fern Margret Badcock and her legal representatives may sell the premises above described, 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 retain the said principal and interest together with the costs and charges of making such sale, and a reasonable sum as Attorney's fees, and the overplus, if any there be, pay over to the said James Roman and Kathleen Roman and their heirs, or assigns; and the said parties of the first part, for their heirs, executors and administrators, do covenant that they are lawfully seized in fee simple of said premises; that said premises are free from all encumbrances except those of record

and they agree to pay the said party of the second part her heirs, executors, administrators or assigns the said sum of money as above mentioned.

WITNESS hand and seal this _____ day of _____, 19 _____

Executed in the presence of

James Roman (SEAL) Kathleen M Roman (SEAL)

STATE OF ~~Oregon~~ ^{Washington}

County of Skamania

BE IT REMEMBERED, That on this 30th day of July, 1926, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Kathleen M. Komon

who are known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Shelby A. Patten
Notary Public for Oregon.

My Commission expires Aug 17 1929



MORTGAGE

(REVISED Nov. 6)

TO

STATE OF OREGON.

County of Skamania

I certify that the within instrument was received for record on the 30th day of July, 1926, at clock M. and recorded in book 23 on page 427. Record of Mortgage of said County.

Witness my hand and seal of County Skamania.

County Clerk—Recorder.

Deputy.

REGISTERED
INDEXED: DRU
INDEXED:
RECORDED
COMPARED
MAILED

UNOFFICIAL COPY

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