

89534

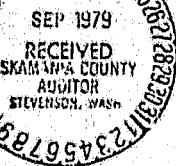
## Real Estate Mortgage

THIS INDENTURE, Made this 27 day of August,  
 in the year of our Lord one thousand nine hundred and seventy-nine,  
 BETWEEN LELAND B. FRALICK and HANNAH M. FRALICK, husband and wife,  
the part lessee of the first part and ERNEST N. BRAWLEY and PATRICIA A. BRAWLEY,  
husband and wife, the parties of the second part.

WITNESSETH, That the said part lessee of the first part, for and in consideration of the sum of twenty-one thousand and 00/100 (\$21,000.00) DOLLARS, lawful money of the United States, in hand paid by the said part lessee of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said part lessee of the second part, and to their heirs and assigns, the following described tract of parcel of land, lying and being in the County of Skamania, State of Washington and particularly bounded and described as follows:

Cabin Site #47 of the North Woods as shown in red on Exhibit "A" attached hereto and by this reference made a part hereof as though fully set out, being part of government Lots 4 and Section 26, Township 7 N Range 6 E Willamette Meridian, Skamania County, Washington.

SUBJECT, however, to an easement for right of way for access road acquired by the United States of America, United States Forest Service;



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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of twenty-one thousand and 00/100 (\$21,000.00) DOLLARS, lawful money of the United States, together with interest thereon in like lawful money at the rate of 10 per cent. per annum, from date until paid, according to the tenor of date August 27, 1979, made by Leland B. Fralick and Hannah M. Fralick, husband and wife, payable in monthly installments, to the order of

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 part lessee of the second part, their executors, administrators and assigns, are hereby authorized to declare all of said sum at once due and payable and 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, whether the same shall be then due or not, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the part lessee of the first part, their executors, administrators and assigns, to the part lessee of the second part, their heirs, executors, administrators or assigns, to include in the judgment that may be recovered, reasonable costs and fees and charges of attorneys and counsel employed in such foreclosure suit or in case of settlement or payment being made after suit has commenced, and before the final decree has been entered thereon, a reasonable attorney's fee shall be taxed as part of the costs in such suit, as well as all payments that the said part lessee of the second part, their heirs, executors, administrators or assigns may be obliged to make for them, or for security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

IN WITNESS WHEREOF, The said part lessee of the first part has hereunto set their hand and seal, the day and year first above written.

Signed Sealed and Delivered in the Presence of

*Leland B. Fralick* (SEAL)  
 Leland B. Fralick  
*Hannah M. Fralick* (SEAL)  
 Hannah M. Fralick

STATE OF WASHINGTON,

County of Clark

(INDIVIDUAL ACKNOWLEDGMENT)

I, Earl W. Jackson, Notary Public in and for the State of Washington,  
 do hereby certify that on this 29<sup>th</sup> day of August, 1979, personally  
 appeared before me Leland B. Fralick and Hannah M. Fralick,

to me known to be the individual(s) described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 10 day of August, 1979.

Notary Public in and for the State of Washington, residing at 1000 1/2 Main Street, Suite 100, Lakewood, Washington 98499

SEARCHED
INDEXED: <u>EARL W. JACKSON</u>
INDIRECT:
RECORDED:
COMPARED:
MAILED

STATE OF WASHINGTON | 56  
COUNTY OF SNOHOMISH | 58

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING FILED BY Cyril W. Jackson

OF Battle Ground, WA  
AT 1000 1/2 Main Street, Lakewood, WA 98499  
WAS RECEIVED IN BOOK 56  
ON Aug 29, 1979 AT PAGE 730-31  
RECORDS OF SNOHOMISH COUNTY, WASHINGTON

1000 1/2 Main Street, Lakewood, WA 98499

COUNTY CLERK

"P.M."

B. Jackson

REAL ESTATE MORTGAGE  
No. \_\_\_\_\_

FROM

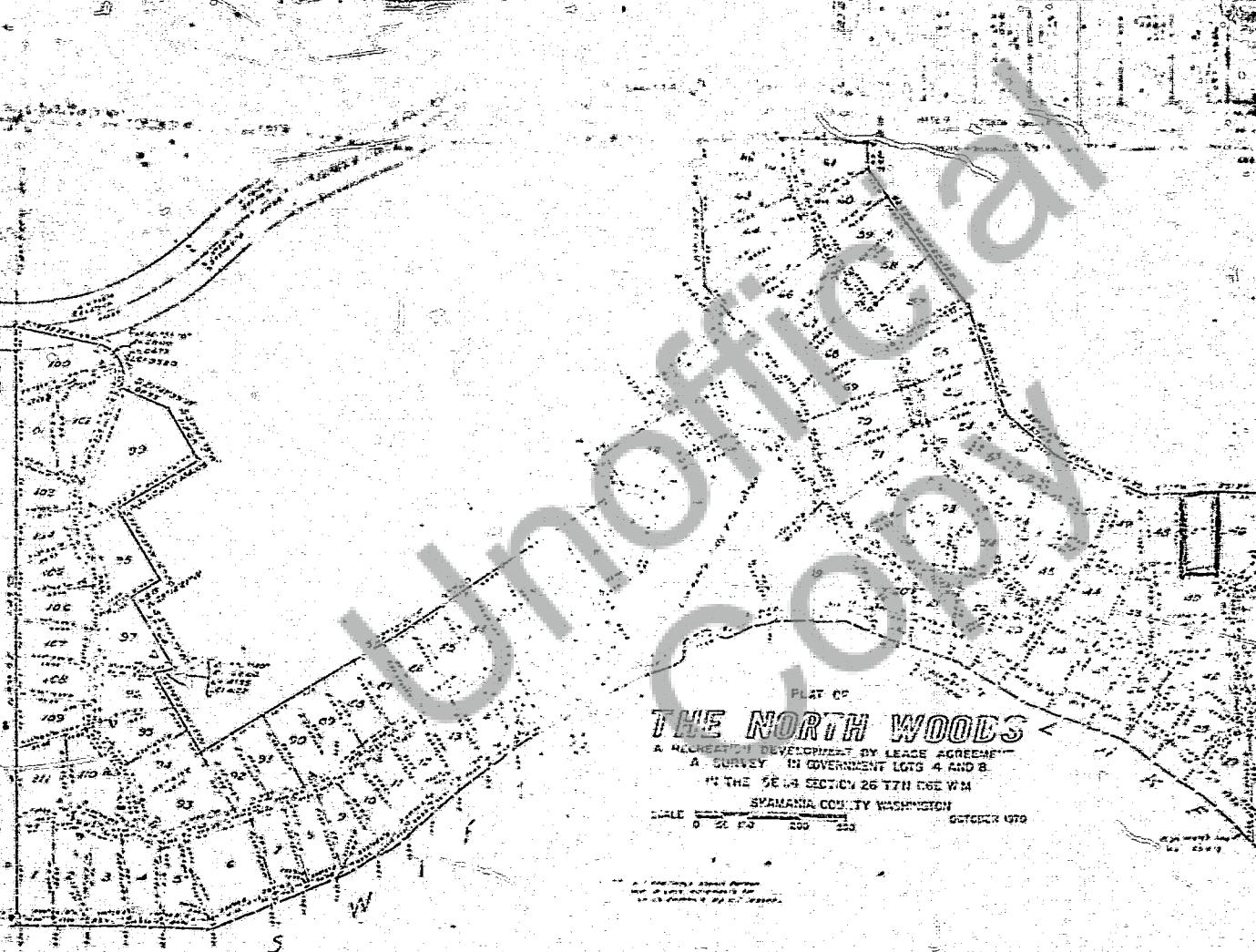
EARL W. JACKSON  
ATTORNEY AT LAW

SUITE 100, 1000 1/2 MAIN ST.  
BATTLE GROUND, WA 98604

TO

89534

BOOK 56 PAGE 27



EXHIBIT