

89534

Real Estate Mortgage

THIS INDENTURE, Made this 29th 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 ies. of the first part and ERNEST N. BRAWLEY and PATRICIA A. BRAWLEY, husband and wife parties of the second part.

WITNESSETH, That the said part ies. 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 ies. of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said part ies. of the second part, and to their heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania, State of Washington and particularly bounded and described as follows, to-wit:

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 5, 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 certains promissory note bearing 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 ies. 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 c; 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 overplus, if any there be, shall be paid by the part ies. making such sale, on demand, to the said part ies. of the first part their heirs 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 part ies. of the second part their heirs, executors, administrators or assigns, to include in the judgment that may be recovered, reasonable counsel fees and charges of attorneys and counsel employed in such foreclosure suit for 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 ies. of the second part their heirs, executors, administrators or assigns may be obliged to make for them or their 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 ies. of the first part 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,

ss. (INDIVIDUAL ACKNOWLEDGMENT)

County of Clark

I, Earl W. Jackson, Notary Public in and for the State of Washington,

do hereby certify that on this 29th day of August, 1979, personally

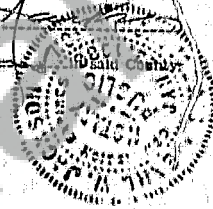
appeared before me Leland B. Fralick and Hannah M. Fralick

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 29th day of August, 1979

Notary Public in and for the State of Washington, residing at Battle Ground, Ore

[Handwritten signature]



STATE OF WASHINGTON | ss
COUNTY OF SKAMANIA |

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

Earl W. Jackson

OF Battle Ground, Ore

AT 10:30am Sept 21, 1979

WAS RECORDED IN BOOK 56

OF city AT PAGE 730-31

RECORDS OF SKAMANIA COUNTY, WASH

117 add

COUNTY CLERK

B. Wallock

"PLATE"

REGISTERED	<i>[initials]</i>
INDEXED:	<i>[initials]</i>
INDIRECT:	<i>[initials]</i>
RECORDED:	
COMPARED	
MAILED	

REAL ESTATE MORTGAGE

FROM

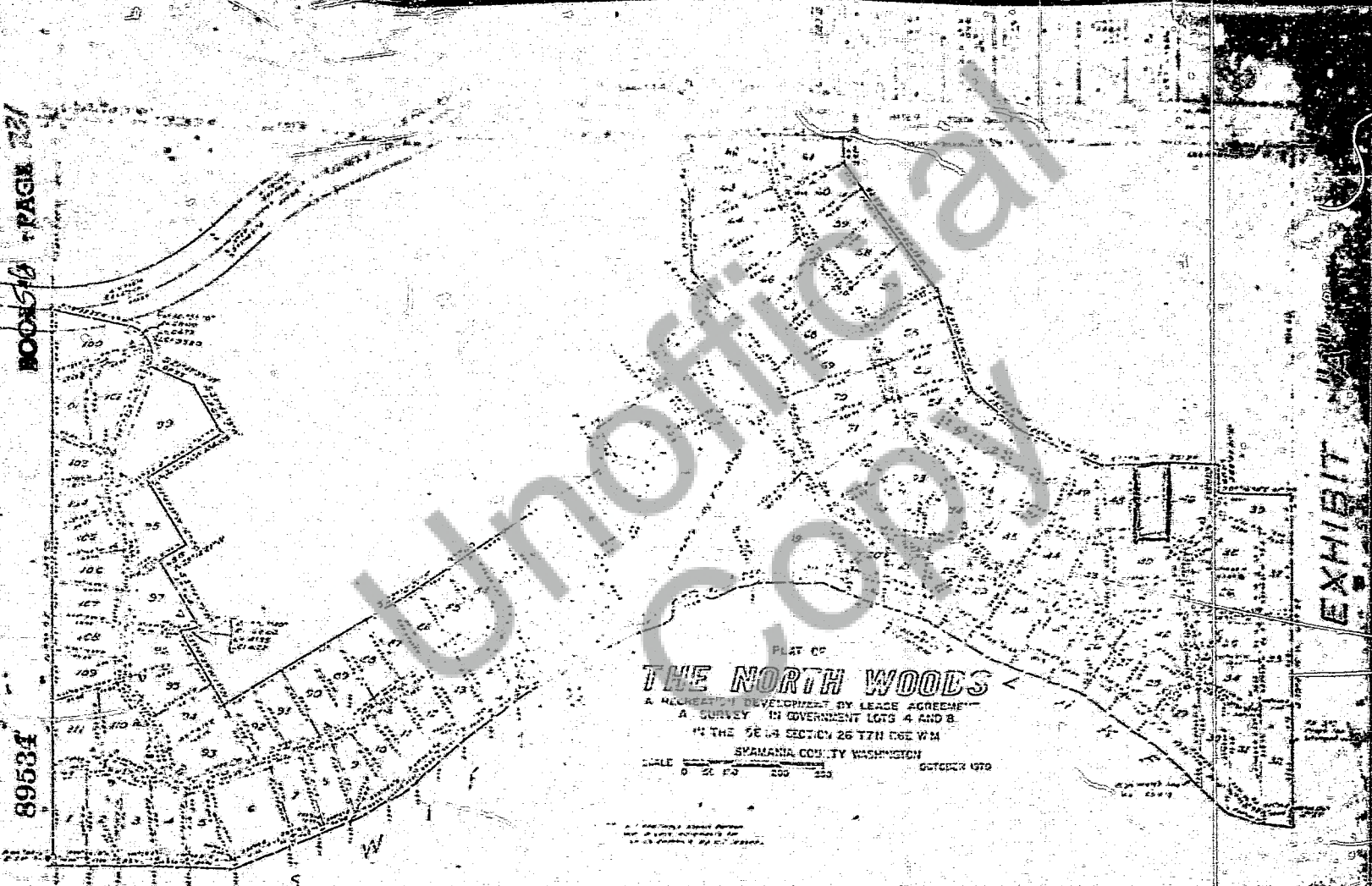
EARL W. JACKSON
ATTORNEY AT LAW

100 E. 1st ST
BATTLE GROUND, OR WA 97104

TO

BOOK 518 PAGE 731

89534



PLAT OF
THE NORTH WOODS
 A RECREATION DEVELOPMENT BY LEASE AGREEMENT
 A SURVEY IN GOVERNMENT LOTS 4 AND 8
 IN THE SE 1/4 SECTION 26 T7N R6E W1M
 SPANAMA COUNTY WASHINGTON
 SCALE 0 20 40 60 80 100
 OCTOBER 1970

EXHIBIT

A. J. HARRIS, Surveyor
 1001 1/2 1st Avenue S.E.
 Olympia, Washington 98501