

Satisfied

Pg 37 BK 1

7-31-07

Aalvik to Bank of Stevenson.

This Indenture, Made this 28th day of January in the year of our Lord one thousand nine hundred and Nine Between Christian Aalvik and Anna Aalvik, his wife, of the town of Stevenson, Washington, parties of the first part, and Bank of Stevenson, a Washington corporation, of Stevenson Washington, party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of six-hundred (\$600.00) Dollars lawful money of the United States, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to its successors & assigns, the following described tracts or parcels of land, lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit:

Beginning at the Southwest corner of the Northwest quarter of Section thirty-six, Twp.3 North Range 7 East of W.M.; running thence east 15 chains, thence north 3.45 chains, thence north, 48 deg. west 3.55 chains to the middle of a certain private road, thence along the middle of the said private road in a westerly direction to where the road intersects with the west line of the said northwest quarter of section 36, thence south along the said west line to the place of beginning, containing 9 acres more or less. Also lot 15 (fifteen) in Block One (1) of the Town of Stevenson according to the plat of the said town now on file with the Auditor of Skamania County, Washington.

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

This conveyance is intended as a Mortgage to secure the payment of Six hundred (\$600.00) Dollars, lawful money of the United States together with interest thereon at the rate of ten per cent. per annum from date until paid, according to the terms and conditions of a certain promissory note, bearing date January 28th, 1909, made by Christian Aalvik & Anna Aalvik payable on or before six months after date to the order of Bank of Stevenson 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, its successors, administrators or assigns may immediately thereafter, in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured.

In any suit or other proceeding which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part, its successors, or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$50.00 as attorney's fees, to be taxed as part of the costs in such suit, as well as all payments which said party of the second part, its successors, administrators and assigns may be obliged to make for its 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 case of the foreclosure of this mortgage, the party of the second part its heirs, successors or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

In Witness Whereof, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of:
 Estella Swisher
 A. Fleischhauer.

Christian Aalvik (Seal)
 Anna Aalvik (Seal)