364

Now if the sums of money due upon said promissory note be paid according to the agreement hereir expressed, these conveyance shall be void; but in case default be made in the payment of the principal or interest as therein provided, then the said C.W.

Udell and Grace A. Udell or their legal representative 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 the surplus, if any there be, pay over to the said Chas.H. Nellor heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In witness whereof we hereunto set our hands and this 10th day of February A.D.1913.

Signed, Sealed and Delivered in Presence of

Chas. H. Nellor (Seal)

Lillie M. Nellor

(Seal)

R.S. Chambers

E.E. Shields

State of Washington,)

County of Skamania.

I, the undersigned do hereby certify that on this loth day of February, A.D.1913, before me personally appeared Chas.H. Nellor and Lillie Nellor, husband and wife, to me known to be the individuals described in, and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of February 1913.

(Notarial Sect)
Commission expires Sep. 7, 1915.

E.E. Shields

Notary Public in and for the State of Washington, residing at Stevenson in said county.

Filed for record by C.W. Udell on Feb. 11, 1913 3+ 1:30 P.M.

H. Swisher,

Co. Auditor.

PETERSON TO BANK OF STEVENSON.

THIS INDENTURE WITNESSETH, That James Peterson, a single man, mortgagor in consideration of Four hundred and 1000 (\$400.00) Dollars to him in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargein, sell and convey unto Bank of Stevenson, a Washington corporation the following described premises to-wit: Beginning at the Northeast corner of the H.Shepard D.L.C., said point being situated 15 to chains east and 20.98 chains north of the decorner of sections 1 and 36 Tp.2 F. and 3 N.R.T. B. of W.M., thence south 19.72 chains, thence S.65 deg.30 min.W. 8.95 chains, thence W. 9.205 chains, thence N.17 deg.07 min. W. 24.52 chains, thence east to the place of beginning. Also commencing at the SW cor of the NWd of SEd sec 36 tp.3 N.R.T. E.W.M., running thence west to the intersection of the east line of the W. Shepard D.L.C., thence south along the said east line of the H.Shepard D.L.C. to the present county road, thence in a northeasterly direction along the said county road to a point directly south of the point of beginning, thence north to the point of beginning. Excepting from the above the following; 8.56 acres deeded to Henry Hickey by deed recorded in book N of deeds at page 431; also

1501