

A.D.1913, before me personally appeared C. Miller to me known to be the individual described in, and who executed the within instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 3d day of May 1913.

Chas. H. Nellor

(Notarial Seal) Notary Public in and for the State of Washington,  
Commission expires Dec. 4, 1916. residing at Stevenson, in said county.

Filed for record by J.F. Attwell on May 7th 1913 at 11:10 A.M.

H. Swisher,

County Auditor.

FRITZSCHE TO BANK OF STEVENSON

THIS INDENTURE, Made this Eight day of May, in the year of our Lord one thousand nine hundred and thirteen, BETWEEN C.A. Fritzsche and Ruby E. Fritzsche husband and wife, parties of the first part, and The Bank of Stevenson, a Corporation, parties of the second part:

WITNESSETH, That the said party of the first part, for in consideration of the sum Three hundred fifty 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, does by these presents Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to its heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington, and particularly described as follows, to-wit:

Beginning at a point at a fir tree two hundred nine feet east of the Southwest corner of the Northeast Quarter of the Northeast Quarter of Section Twenty-nine in Township Three North of Range Eight East of the Willamette Meridian, running thence North Two hundred nine (209) feet; thence East Two hundred nine (209) feet; thence South Two hundred nine (209) feet; thence West Two hundred nine (209) feet; to the place of beginning, containing one acre.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Three hundred and fifty Dollars, lawful money of the United States, together with interest thereon at the rate of 10 per cent. per annum from date until paid according to the terms and conditions of one certain promissory note bearing date May 8th, 1913, made by C.A. Fritzsche and Ruby E. Fritzsche payable one year after date to the order of The 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 heirs, executors, 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 part of the second part, its heirs, executors administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$25.00 as attorney's fees, to be taxed as part of the costs

See released Book "N" page 252.

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