

A.G. VIVIAN TO BANK OF STEVENSON

THIS INDENTURE, Made this 10th day of Nov. 1914 Between A.G. Vivian a bachelor the party of the first part, and Bank of Stevenson the party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One hundred and no/100 Dollars lawful money of the United States, to him 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 confirm unto the said party of the second part, and to its successors and assigns, the following described tract or parcel 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 North-east corner of the S.E. quarter of the N.W. Quarter of section thirty-six (36) township three (3) North of Range seven and half (7½) E.W.M. running thence West thirty-four (34) rods thence North to the intersection with Nelson Creek; thence down said Nelson creek to where the same intersects with the half section line of said section thirty-six (36) thence West to place of beginning containing six (6) acres more or less. Also a certain parcel of land described as follows: beginning at the Northeast corner of lot six (6) of section thirty-six (36) township three (3) North of Range seven and one half (7½) E.W.M. thence West along the North of said lot for twenty-six and two thirds (26 2/3) rods. thence parallel to the East line of said lot for thirty (30) rods thence East parallel with the North line of said lot for twenty-six and two thirds (26 2/3) rods thence North along the East line of said lot for 30 rods to place of beginning containing 5 acres and lot seven of Strawberry hill tracts. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a Mortgage, to secure the payment of One Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon in like lawful money at the rate of ten per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note bearing even date herewith Made by A.G. Vivian payable Nov. 10, 1915 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 and assigns, are hereby 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 overplus if any there be, shall be paid by the party making such sale, on demand, to the party of the first part, his 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 party of the second part, its successors or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum of twenty five Dollars, in lawful money or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered thereon, an attorney's fee of fifteen Dollars in lawful money, shall be taxed as part of the costs in such suit as well as all payments that the said party of the second part, its successors or assigns may be obliged to make for _____ 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 TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand