

THIS INDENTURE, Made this 23rd day of March, in the year of our Lord one thousand nine hundred and sixteen BETWEEN William Goepel and Annetta M. Goepel, husband of Stevenson, Washington, and wife/parties of the first part, and E.P. Ash, party of the second part;

WITNESSETH, That, the said parties of the first part, for and in consideration of the sum of Eight hundred fifty and 00/100 Dollars, lawful money of the United States, to ^{whereof} them in hand paid, by the said party of the second part, the receipt/is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to his 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 bounded and described as follows, to-wit:

Commencing at the northwest corner of the southwest quarter (SW $\frac{1}{4}$) of the southwest quarter (SW $\frac{1}{4}$) of Section thirty six (36) Township three (3), North of Range Seven (7) East of the Willamette Meridian, thence south 86 deg. 6' East, 966 feet, thence south 17 deg. 12' east, 254 feet, thence south 52 deg. 19' East, 259.10 feet, thence south 4 deg. 45' West, 52 feet, thence north 86 deg. 6' west, 1236.80 feet, to section line, thence North 405 feet to place of beginning, containing ten (10) acres, more or less. Also a right of way for a private road for the use of said land, commencing at the southeast corner of above described tract, thence a strip of land 33 feet in width, being 16 $\frac{1}{2}$ feet on either side of the following center line, South 1 deg. 00' W. 12 feet, thence S. 32 deg. 00' E. 95 feet, thence S. 85 deg. 00' 68 feet, more or less, to a point 520 feet south of the NE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Sect. 36. Right to place gate across said right of way being reserved.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Eight hundred fifty and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 8 per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date March 23, 1916, made by William Goepel and Annetta M. Goepel, payable on or before three years after date to the order of E.P. Ash, and these presents shall be void if such payment ~~shall~~ be made according to the terms and conditions thereof. But in case ~~xxx~~ 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, his 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 party of the second part, his heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$85.00 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, his heirs, executors, administrators and assigns may be obliged to make for his 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 his heirs, executors, administrators or assigns shall be entitled to have entered

I hereby certify this Mortgage this 23rd day of March 1916 the same having been fully paid and discharged

Attest: *Edw. P. Nichols*
County Auditor