

Strunk, a single man, and E.A. Strunk and P.E. Strunk his wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged 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 17th day of August, A.D. 1915.

(NOTARIAL SEAL)

E.H. Prindle,
Notary Public residing at Prindle, Washington.

Commission expires Jan. 6, 1918.

Filed for record by D. Martelli on Aug. 17, 1915, at 10:10 A.M.

Charles H. Mellor
County Auditor.

ATTWELL TO SHEPARD.

THIS INDENTURE, Made this 13 th day of August, in the year of our Lord one thousand nine hundred and fifteen BETWEEN Walter G. Attwell, a single man party of the first part, and James Shepard, party of the second part, WITNESSETH, That the said party of the first part, for and in consideration of the sum of One hundred twelve 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, does by these presents Grant, Bargain, Sell and 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:

Lot nine (9) Block two (2) of Upper Cascades Addition to the Town of Stevenson, Wash. according to the official plat thereof on file and of record with the county auditor of Skamania county, State of 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 One hundred twelve and no/100 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 a certain promissory note, bearing date August 13, 1915, made by Walter G. Attwell, payable one year after date to the order of James Shepard, 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, 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 \$ what court may direct as attorneys 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, ^{administrators} or executors, and assigns may be obliged to make for his or their security by insurance/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 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.