

CONNOR ET VIR TO TSCHUDY.

THIS INDENTURE, Made this 3th day of April, 1918 in the year of our Lord One Thousand Between Bertha V Connor and R.F. Connor, her husband the parties of the first part, and A. Tschudy the party of the second part; WITNESSETH: That the said party of the first part, for and in consideration of the sum of Eight Hundred (\$800.00) DOLLARS, to them 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 his heirs and assigns, the following described tract, lot, or parcel of land, situate lying and being in the County of Skamania State of Washington, and particularly bounded and described as follows, to-wit: That certain ten acre tract of land lying and being situate in lot five and eight (5-8) in section thirty-six (36) township three (3) North of Range seven and one-half (7 1/2) East of Willamette Meridian described by metes and bounds as follows to-wit: Beginning at a point thirty-three feet East of the North-west Corner of Lot numbered Five (5) in section thirty-six (36) township three (3) North of Range seven and one half E.W.M. running thence South 1571.5 feet thence thence (31) deg. 37 min. East 181 feet to north line of Strawberry road then along the northerly line of said road bearing North 53 degrees 34 minutes East 210.1 ft then North 1602 ft. to north line of lot 5, then West 264.5 feet to point of beginning containing 10 acres. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted premises, unto the said party of the second part and to his heirs and assigns forever.  
And the said parties of the first part, for themselves and for their heirs, executors and administrators, do by these presents covenant that they are the owners in fee simple absolute of all and singular the above granted and described premises, and appurtenances; that they have good and lawful right to sell and convey the same.

THIS CONVEYANCE is a MORTGAGE to secure the payment of Eight Hundred Dollars (\$800.00) together with interest thereon at the rate of eight per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date Apr. 3, 1918, made by Bertha V. Connor and R.G. Connor her husband, payable three years after date Apr. 3, 1921, to the order of A. Tschudy and these presents shall be void if such payment be made according to the terms and conditions thereof.

And in case default be made in the ~~performance~~ performance of any of the covenants herein contained or in payment of either the principal or interest of said note, or any part ~~thereof~~ of either principal or interest, according to the terms of said note, or ~~any part thereof~~ upon the refusal of the Mortgagor, their heirs, executors, administrators or assigns, to repay demand any charges made against the above described premises, or any part upon/thereof, on account of taxes, insurance or other lawful assessments, the holder hereof and the note secured hereby may immediately declare the whole of said principal sum, interest, taxes, insurance, charges and other assessments immediately due, and may thereafter in any manner provided by law, foreclose this mortgage, for the whole amount then due on account of principal, interest, taxes, insurance, charges or other lawful assessments.

And in any suit or other proceedings that may be had for the recovery of said principal sums and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part his heirs executors, administrators, or assigns, to include in the judgement that may be recovered, (in addition to the costs provided by law) counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum of One Hundred Dollars, as well as all payments that the said party of the second part his heirs, executors, administrators or assigns may be obliged to make for themselves or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

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