

HAKTER AALVIK ET AL TO JOHN HALKYER

THIS INDENTURE, MADE THIS 2ND DAY OF MARCH, 1920, BETWEEN HAKTOR AALVIK, A SINGLE MAN, AND JOHN SKAALHEIM AND ESTHER SKAALHEIM, HIS WIFE, OF STEVENSON, WASHINGTON, PARTIES OF THE FIRST PART AND JOHN HALKYER OF CENTERVILLE, WASHINGTON, PARTY OF THE SECOND PART,

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF FOUR HUNDRED (\$400.00) 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, DO BY THESE PRESENTS, GRANT, BAR-GAIN, 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:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW $\frac{1}{4}$ OF NW $\frac{1}{4}$) OF SECTION 15, TOWNSHIP 3, NORTH OF RANGE 9, EAST OF THE WILLAMETTE MERIDIAN.

SUBJECT TO THE RESTRICTION THAT FIRST PARTIES SHALL NOT CUT ANY OF THE TIMBER ON SAID LAND, EXCEPT AS SHALL BE REQUIRED FOR NECESSARY AND CONVENIENT MILL SITES AND ROAD WAYS ACROSS SAID LAND, UNTIL THE OBLIGATION SECURED BY THIS MORTGAGE SHALL BE FULLY PAID.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF FOUR HUNDRED (\$400.00) DOLLARS LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF EIGHT (8%) PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF TWO CERTAIN PROMISSORY NOTES OF EVEN DATE HEREWITH, FOR \$200.00 EACH MADE BY HAKTOR AALVIK AND JOHN SKAALHEIM AND ESTHER SKAALHEIM, PAYABLE ON OR BEFORE DECEMBER 2, 1920, AND SEPTEMBER 2, 1921 RESPECTIVELY, TO THE ORDER OF JOHN HALKYER, 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 NOTES, 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.

IF ANY SUIT OR OTHER PROCEEDING WHICH MAY BE HAD FOR THE RECOVERY OF THE AMOUNT DUE, ON EITHER SAID NOTES 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 \$40.00 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 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 IN SUCH FORECLOSURE SUIT A JUDGMENT FOR ANY DEFICIENCY REMAINING

Satisfied
BK P
Pg 483

Assignment recorded Book P.
Page 482
Sept 28-23
W. W. Mitchell
County Auditor

1920