

Assignments recorded Book P  
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Pell A. Mitchell Auditor

Release

EDDIE PECOS TOWNSEND ET UX TO ALFRED HENRY CLAIRE JR. ET UX

THIS INDENTURE WITNESSETH, THAT EDDIE PECOS TOWNSEND AND LOUISE TOWNSEND, HIS WIFE, OF CAMAS, CLARKE COUNTY, WASHINGTON, PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF FOUR THOUSAND FIVE HUNDRED (\$4500.00) DOLLARS, CASH IN HAND PAID BY ALFRED HENRY CLAIRE, JR., AND NINA CLAIRE, HIS WIFE, OF SKAMANIA COUNTY, WASHINGTON, PARTIES OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, HAVE GRANTED, BARGAINED, AND SOLD, AND BY THESE PRESENTS DO GRANT, BARGAIN, SELL AND CONVEY UNTO THE SAID ALFRED HENRY CLAIRE, JR., AND NINA CLAIRE, HIS WIFE, PARTIES OF THE SECOND PART, THE FOLLOWING DESCRIBED PREMISES, LOCATED, LYING AND BEING IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, TO-WIT:

Satisfied  
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ALL OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$ ) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$ ) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWO (2) NORTH OF RANGE SIX (6), EAST OF THE WILLIAMETTE MERIDIAN, EXCEPTING FIVE ACRES THEREOF HERETOFORE CONVEYED TO SCHOOL DISTRICT NO. 2, BY DEED RECORDED IN BOOK P OF DEEDS, AT PAGE 161, RECORDS OF SKAMANIA COUNTY, WASHINGTON, EXCEPTING TWO AND 35/100 ACRES THEREOF OWNED AND OCCUPIED BY SPOKANE, PORTLAND & SEATTLE RAILWAY COMPANY, AND EXCEPTING AND SUBJECT TO DEEDS AND WAIVERS HERETOFORE GIVEN TO STATE OF WASHINGTON AND COUNTY OF SKAMANIA FOR ROAD RIGHT-OF-WAYS, THE TRACT HEREBY CONVEYED CONTAINING 32 65/100 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD THE SAME WITH THE APPURTENANCES UNTO THE SAID ALFRED HENRY CLAIRE, JR., AND NINA CLAIRE, HIS WIFE, PARTIES OF THE SECOND PART, THEIR HEIRS AND ASSIGNS FOREVER.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF FOUR THOUSAND FIVE HUNDRED (\$4500.00) DOLLARS, AND THE INTEREST THEREON IN ACCORDANCE WITH THE TENOR OF TWO CERTAIN PROMISSORY NOTES OF EVEN DATE HERewith, EXECUTED BY THE PARTIES OF THE FIRST PART IN FAVOR OF THE PARTIES OF THE SECOND PART HEREIN, ONE OF WHICH SAID NOTES IS FOR THE SUM OF ONE THOUSAND (\$1000.00) DOLLARS, PAYABLE ON OR BEFORE ONE YEAR AFTER DATE, WITH INTEREST AT SEVEN (7%) PER CENT PER ANNUM, PAYABLE ANNUALLY, AND THE OTHER FOR THE SUM OF THREE THOUSAND FIVE HUNDRED (\$3500.00) DOLLARS, PAYABLE ON OR BEFORE THREE YEARS AFTER DATE, WITH INTEREST AT SEVEN (7%) PER CENT PER ANNUM, PAYABLE ANNUALLY.

NOW IF THE SUMS OF MONEY DUE OR TO BECOME DUE UPON SAID PROMISSORY NOTES, AND EACH OF THEM, BE PAID ACCORDING TO THE AGREEMENT THEREIN EXPRESSED, THIS CONVEYANCE SHALL BE VOID. BUT IN CASE DEFAULT BE MADE IN THE PAYMENT OF THE PRINCIPAL OR INTEREST AS THEREIN PROVIDED, THEN THE SAID ALFRED HENRY CLAIRE, JR., AND NINA CLAIRE, HIS WIFE, PARTIES OF THE SECOND PART HEREIN, THEIR HEIRS, ADMINISTRATORS OR ASSIGNS, MAY SELL THE PREMISES ABOVE DESCRIBED WITH THE APPURTENANCES, IN THE MANNER PRESCRIBED BY LAW, AND OUT OF THE MONEY ARISING FROM SUCH SALE, RETAIN THE SAID PRINCIPAL AND INTEREST, AND ANY SUMS WHICH THE PARTIES OF THE SECOND PART MAY BE OR HAVE BEEN COMPELLED TO PAY FOR INSURANCE, TAXES OR OTHERWISE FOR THE PROTECTION OF THE SECURITY EVIDENCED BY THIS MORTGAGE, TOGETHER WITH THE COSTS AND CHARGES OF MAKING SUCH SALE, INCLUDING SUCH REASONABLE ATTORNEY FEE AS THE COURT MAY ALLOW IN SUCH FORECLOSURE PROCEEDINGS, AND THE SURPLUS, IF ANY THERE BE, PAY OVER TO THE SAID MORTGAGORS, THEIR HEIRS AND ASSIGNS.