

GEO. C. CHESSER ET UX ET AL TO WM. KEE

THIS INDENTURE, MADE THIS 12TH DAY OF JANUARY, 1921 BETWEEN GEO. C. CHESSER AND NANNIE CHESSER, HIS WIFE, P. F. INMAN AND LULU INMAN, HIS WIFE, WALTER S. WILLIAMS AND ELLEN WILLIAMS, HIS WIFE, JOHN A. SIMMONS AND LOUANNA SIMMONS, HIS WIFE AND SELDON EWING AND IDA M. EWING, PARTIES OF THE FIRST PART, AND WM. KEE, PARTY OF THE SECOND PART, WITNESSETH:

THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF ONE THOUSAND DOLLARS LAWFUL MONEY OF THE UNITED STATES TO IT IN HAND PAID, THE RECEIPT WHEREOF IS HEREBY CONFESSED AND ACKNOWLEDGED, DOES 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 REAL ESTATE IN SKAMANIA COUNTY, WASHINGTON, TO-WIT:

LOT NUMBERED TEN (10) IN BLOCK NUMBERED SIX (6) OF JOHNSON'S ADDITION TO THE TOWN OF STEVENSON ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE AUDITOR OF SKAMANIA COUNTY, WASHINGTON, EXCEPTING THEREFROM A STRIP OF LAND SIX (6) FEET IN WIDTH ALONG THE SOUTH SIDE THEREOF HERETOFORE DEEDED TO TOWN OF STEVENSON FOR STREET.

ALSO GRANTING AND CONVEYING UNTO THE SAID PARTY OF THE SECOND PART THAT PORTION OF LOT ONE (1) IN SAID BLOCK SIX (6) DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT ONE (1), THENCE WEST TO THE SOUTHWEST CORNER OF SAID LOT ONE (1), THENCE NORTH SIX (6) FEET, THENCE EAST TO THE EAST LINE OF SAID LOT ONE (1), THENCE SOUTH TO THE PLACE OF BEGINNING, BEING A STRIP OF LAND SIX FEET IN WIDTH ALONG THE SOUTH SIDE OF SAID LOT ONE (1), TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF ONE THOUSAND DOLLARS (\$1000.00), PART OF THE PURCHASE PRICE OF THE LAND ABOVE DESCRIBED, TOGETHER WITH THE INTEREST THEREON AT THE RATE OF SIX PER CENT PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE BEARING EVEN DATE HEREWITH, PAYABLE ON OR BEFORE OCTOBER 26TH, 1925, MADE BY GEO. C. CHESSER, P. F. INMAN, WALTER S. WILLIAMS, JOHN A. SIMMONS AND SELDON EWING TO THE ORDER OF WM. KEE, 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 PROMISSORY NOTE FOR PRINCIPAL AND INTEREST, AND FOR ALL 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, SUCH SUM AS THE COURT MAY ADJUDGE REASONABLE AS ATTORNEY FEE, 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 OR ASSIGNS MAY BE OBLIGED TO MAKE FOR HIS OR THEIR SECURITY BY INSURANCE, OR ON ACCOUNT

740
Noted by #15104, recorded Book 5,
Page 323. Supp. 8, 1928. G. E. Cheever, Co. Auditor
By: M. B. R. - Deputy