

JOHN C. DURKIN ET UX TO BANK OF STEVENSON

THIS INDENTURE, MADE THIS 4TH DAY OF MAY IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-ONE BETWEEN JOHN DURKIN AND MARY C. DURKIN, HIS WIFE PARTIES OF THE FIRST PART, AND BANK OF STEVENSON, A WASHINGTON CORPORATION PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF TWO HUNDRED AND NO/100 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, BARGAIN, SELL, CONVEY AND WARRANT UNTO THE SAID PARTY OF THE SECOND PART, AND TO ITS SUCCESSORS AND ASSIGNS, THE FOLLOWING DESCRIBED TRACTS OR PARCELS OF LAND, LYING AND BEING IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON, AND PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A POINT 13 RODS NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 3, NORTH OF RANGE 7 $\frac{1}{2}$ EAST OF W.M., THENCE EAST 80 RODS, THENCE SOUTH 80 RODS, THENCE WEST 80 RODS, THENCE NORTH 80 RODS TO THE PLACE OF BEGINNING.

ALSO A STRIP OF LAND BETWEEN THE WEST SIDE OF SAID 40 ACRES, AND THE COUNTY ROAD CONTAINING 1 $\frac{1}{2}$ ACRES, MORE OR LESS;

TOTAL ACREAGE HEREBY CONVEYED BEING 41 $\frac{1}{2}$, MORE OR LESS. THEREUNTO BELONGING TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES/

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF TOW HUNDRED AND NO/100 (\$200.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 8 PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE MAY 3RD, 1921, MADE BY JOHN DURKIN AND MARY C. DURKIN PAYABLE ON OR BEFORE TWO YEARS AFTER DATE AFTER DATE TO THE ORDER OF BANK OF STEVENSON 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, ITS SUCCESSORS 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, ITS SUCCESSORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM THAT THE COURT SHALL ADJUDGE REASONABLE 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, ITS SUCCESSORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR ITS OR THEIR SECURITY BY INSURANCE 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, ITS SUCCESSORS OR ASSIGNS SHALL BE ENTITLED TO HAVE ENTERED IN SUCH FORECLOSURE SUIT A JUDGMENT FOR ANY DEFICIENCY REMAINING DUE UPON ACCOUNT OF THE

For satisfaction see "S" Mtg. page
190- Aug 9 1927

G.C. Chesser, Co. Aud.
by Mahel J. F. Case, Secretary

\$1.25