

FRANK A. WACHTER ET UX TO DANIEL RICHARDS

THIS INDENTURE, MADE THIS 24TH DAY OF AUGUST, IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-TWO, BETWEEN FRANK A. WACHTER AND MINNIE WACHTER, HIS WIFE, PARTIES OF THE FIRST PART, AND DANIEL RICHARDS PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF THREE HUNDRED FIFTY (350.00) 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, BARGAIN, 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:

BEGINNING AT A POINT EIGHT HUNDRED AND NINETY AND FIVE TENTHS (890.5) FEET SOUTH OF THE CENTER OF SECTION THIRTY-SIX (36), TOWNSHIP THREE (3) NORTH OF RANGE SEVEN (7) EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH FIVE HUNDRED EIGHTY (580) FEET; THENCE SOUTH 84° 22' WEST ONE AND FIVE TENTHS FEET (1.5 FT.); THENCE NORTH 57° 59' WEST TWO HUNDRED TWO AND ONE TENTH (202.1) FEET; THENCE NORTH 58° 24' WEST ONE HUNDRED EIGHTEEN AND ONE TENTH (118.1) FEET; THENCE NORTH 11° 19' WEST TO A POINT NINE HUNDRED NINETY (990) FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION THIRTY-SIX (36) AFORESAID; THENCE NORTH NINETY NINE AND FIVE TENTHS (99.5) FEET THENCE EAST TO THE PLACE OF BEGINNING, CONTAINING FOUR ACRES MORE OR LESS, EXCEPTING THEREFROM ALL ROADS OR RIGHTS OF WAY FOR ROADS, EITHER PUBLIC OR PRIVATE, ON, OVER, OR ACROSS THE ABOVE DESCRIBED LAND, HERETOFORE GRANTED; TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING;

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THREE HUNDRED FIFTY (350.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF SEVEN PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE AUGUST 24, 1922, MADE BY FRANK A. WACHTER AND MINNIE WACHTER, PAYABLE IN INSTALLMENTS OF \$25.00 PER MONTH, ON THE 1ST DAY OF EACH MONTH, COMMENCING OCTOBER 1, 1922 AFTER DATE TO THE ORDER OF DANIEL RICHARDS, 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 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 PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, SUCH SUM AS 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 PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR HIS OR THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER IN THE SAID PREMISES OR ANY PART THEREOF.

I hereby cancel this Mortgage this 3rd day of Nov. 1923 the same having been paid in full and discharge of
 Daniel Richards
 County Auditor