

E. C. HAMILTON ET UX TO E. P. ASH JR.

THIS INDENTURE, MADE THIS DAY OF 26TH DAY OF JULY IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-TWO BETWEEN E. C. HAMILTON AND MAGGIE E. HAMILTON, HIS WIFE PARTIES OF THE FIRST PART, AND E. P. ASH JR. PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF THREE 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 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:

COMMENCING AT A POINT ON THE WEST BOUNDARY OF LOT 5 STEVENSON PARK ADDITION, 110 FEET SOUTH OF THE NORTH BOUNDARY THEREOF; THENCE EAST 80 FEET, MORE OR LESS, TO THE CENTER OF KANAKA CREEK; THENCE DOWN THE CENTER OF SAID CREEK IN A SOUTHEASTERLY DIRECTION TO THE SOUTH LINE OF LOT 3, STEVENSON PARK ADDITION; THENCE EAST 90 FEET, MORE OR LESS, TO SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE WEST BOUNDARY OF LOTS THREE, FOUR, AND FIVE, STEVENSON PARK ADDITION TO THE PLACE OF BEGINNING, CONTAINING ONE ACRE, MORE OR LESS, FRONTING ON KANAKA CREEK ROAD BEING ON THE EAST SIDE THEREOF. 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 DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF EIGHT PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF A CERTAIN PROMISSORY NOTE, BEARING DATE ..., 1922, MADE BY E. C. HAMILTON AND MAGGIE E. HAMILTON PAYABLE ON OR BEFORE JULY 26, 1925 AFTER DATE TO THE ORDER OF E. P. ASH JR. 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 PARTIES 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. THE MORTGAGORS CONSENT TO A DEFICIENCY JUDGMENT TO THE INTENT THAT THIS DEBT MAY BE PAID IN FULL IRRESPECTIVE OF THIS SECURITY.

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, THE SUM OF AS APPROVED BY COURT 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 THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY

I hereby cancel this Mortgage this 6th day of Dec 1926  
same having been fully paid and discharged

Witness my hand and seal this 6th day of Dec 1926

County Auditor

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