

T. J. FOREMAN TO ASH & WACHTER

THIS INDENTURE, MADE THIS 11TH DAY OF NOVEMBER IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-TWO BETWEEN T. J. FOREMAN, A BACHELOR PARTY OF THE FIRST PART, AND PRESTON ASH, NELLIE E. ASH AND FRANK<sup>A.</sup> WACHTER, CO-PARTNERS AS ASH AND WACHTER PARTIES OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TO HIM IN HAND PAID BY THE SAID PARTIES OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DOES BY THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY AND WARRANT UNTO THE SAID PARTIES OF THE SECOND PART, AND TO THEIR HEIRS AND ASSIGNS, THE FOLLOWING DESCRIBED TRACT<sup>OR PARCEL</sup> OF LAND AND BEING IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON, AND PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE S E CORNER OF LOT 1, STEVENSON, PARK ADDITION, THENCE N. ALONG STRAWBERRY ROAD 180 FEET, MORE OR LESS, TO THE S E CORNER OF LAND DEEDED TO A. A. DISBROW BY GEO. H. PRATT IN 1919, THENCE W 132 FEET ALONG SAID DISBROW'S LAND, THENCE NORTHWESTERLY ALONG WEST LINE SAID DISBROW'S LAND TO A POINT 300 FEET S. OF THE N. LINE OF SAID LOT 1, TO S E CORNER OF LAND SOLD BY GRANTORS HEREINTO WM G. WILLIAMS IN 1921, THENCE SOUTHWESTERLY 200 FEET, MORE OR LESS, TO S W CORNER OF SAID WILLIAMS' LAND, TO A CROSS CUT INTO THE TOP OF A VERY LARGE ROCK ON THE EAST SIDE AND VERY NEAR TO KANAKA CREEK, THENCE FOLLOWING THE CENTER OF THE GENERAL COURSE OF SAID CREEK SOUTHEASTERLY TO ITS INTERSECTION WITH STRAWBERRY ROAD, THENCE EASTERLY ALONG STRAWBERRY ROAD 90 FEET, MORE OR LESS, TO PLACE OF BEGINNING, CONTAINING  $1\frac{3}{4}$  ACRES MORE OR LESS, EXCEPTING A 10 FOOT RIGHT-OF-WAY FOR ROAD PURPOSES GRANTED TO SAID WILLIAMS IN 1921 BY SAID GRANTORS FROM SAID WILLIAMS' SOUTHEAST CORNER FROM THE NORTH SIDE OF SAID PREMISES, FIRST SOUTHEASTERLY, THENCE EAST 132 FEET TO STRAWBERRY ROAD. IN LOT 1 OF STEVENSON PARK ADDITION. TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERE-UNTO BELONGING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF ONE HUNDRED THIRTY-SEVEN AND NO/100 (\$137.00) 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 NOVEMBER 11TH, 1922, MADE BY T. J. FOREMAN PAYABLE ON OR BEFORE ONE YEAR AFTER DATE TO THE ORDER OF PRESTON ASH, NELLIE E. ASH AND FRANK A. WACHTER CO-PARTNERS 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, THEIR 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, 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