

MONROE VALLETT, TRUSTEE ET AL TO W. A. ARNOLD

THIS INDENTURE, MADE THIS 21ST DAY OF DECEMBER IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-TWO BETWEEN MONROE VALLETT, TRUSTEE AND LOVISA TYRRELL, SOLE CESTUE QUE TRUST, AS OF HER SEPARATE PROPERTY PARTIES OF THE FIRST PART, AND W. A. ARNOLD PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED FIVE 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:

THAT CERTAIN TRACT OF LAND LYING ON THE NORTH SIDE OF THE RIGHT OF WAY OF THE SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY AND SOUTH OF THE CARSON COUNTY ROAD, RUNNING EAST FROM KANAKA CREEK, SITUATED IN THE SHAPARD DONATION LAND CLAIM IN SECTION 36 TOWNSHIP 3 NORTH RANGE SEVEN AND ONE HALF (7½) EAST OF THE WILLAMETTE MERIDIAN.

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 FIVE AND NO/100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST AT THE RATE OF 12 PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE DECEMBER 21ST, 1922, MADE BY MONROE VALLETT AND LOVISA TYRRELL PAYABLE ONE YEAR AFTER DATE TO THE ORDER OF W. A. ARNOLD 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 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 THAT THE COURT MAY 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, HIS 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 ON THE SAID PREMISES OR ANY PART THEREOF.

IN CASE OF THE FORECLOSURE OF THIS MORTGAGE, THE PARTY OF THE SECOND PART, HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL BE ENTITLED TO HAVE ENTERED IN SUCH FORECLOSURE SUIT A JUDGMENT FOR ANY DEFICIENCY REMAINING DUE UPON ACCOUNT OF THE INDEBTEDNESS SECURED HEREBY, INCLUDING TAXES, INSURANCE OR OTHER LAWFUL ASSESSMENTS AFTER APPLYING THE PROCEEDS OF THE SALE OF THE PREMISES ABOVE DESCRIBED TO

8/15

I hereby cancel this Mortgage this 27th day of May 1927 the same having been fully paid and discharged

W. A. Arnold

U. C. Chesney, Jr.
County Auditor