

HELLEN WOOD TO PRESTON ASH ET AL

THIS INDENTURE, MADE THIS 26TH DAY OF FEBRUARY IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-THREE BETWEEN HELEN WOOD, A WIDOW, WHO IS THE SAME PERSON AS HELLEN WOOD PARTY OF THE FIRST PART, AND PRESTON ASH, FRANK A. WACHTER AND NELLIE E. ASH 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 SIX HUNDRED AND NO/100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TO HER IN HAND PAID BY THE SAID PARTY 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 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 4.17 FEET NORTH OF THE POINT WHERE THE NORTH LINE OF THE SHEPARD D.L.C. INTERSECTS THE 2ND GUIDE MERIDIAN EAST, RUNNING THENCE NORTH 757.5 FEET, THENCE EAST 287.5 FEET, THENCE SOUTH 757.5 FEET, THENCE WEST 287.5 FEET TO THE PLACE OF BEGINNING CONTAINING FIVE ACRES MORE OR LESS, SITUATED IN SEC 36 TP 3 N R 7 $\frac{1}{2}$  E. W.M., AND BEING PARTS OF LOTS 4 AND 9 OF SAID SECTION 36. 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 SIX HUNDRED AND NO/100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 3 PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE FEBRUARY 26TH, 1923, MADE BY HELEN WOOD, PAYABLE ON OR BEFORE TWO YEARS AFTER DATE TO THE ORDER OF PRESTON ASH, FRANK A. WACHTER AND NELLIE E. ASH 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 AS 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 PART OF THE SECOND PARTIES HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR 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 PARTIES OF THE SECOND PART, THEIR 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