

EDDIE PECOS TOWNSEND ET UX TO ADA FREDERICK ET VIR

THIS INDENTURE, MADE THIS 22ND DAY OF MAY IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-THREE BETWEEN EDDIE PECOS TOWNSEND AND LOUISE TOWNSEND, HUSBAND AND WIFE, PARTIES OF THE FIRST PART, AND ADA FREDERICK AND CLARENCE FREDERICK, HER HUSBAND PARTIES OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF TWENTY ONE HUNDRED FIFTY-FIVE AND 94/100 (\$2155.94) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TO THEM IN HAND PAID BY THE SAID PARTIES OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO 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:

ALL OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) OF THE NORTHEAST QUARTER (NE $\frac{1}{4}$) OF SECTION THIRTY-FOUR (34) TOWNSHIP TWO (2) NORTH, OF RANGE SIX (6) EAST OF THE WILLAMETTE MERIDIAN,

EXCEPT: BEGINNING AT A POINT 997.5 FEET EASTERLY ON THE TRUE SUBDIVISION LINE FROM THE NW CORNER OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SEC 34 TWP 2 N R 6 E. W.M., THENCE SOUTH ON SUBDIVISION LINE 660 FEET, THENCE EASTERLY 330 FEET, THENCE NORTHERLY 660 FEET, THENCE WESTERLY 330 FEET TO THE POINT OF BEGINNING, CONTAINING 5 ACRES, AND

EXCEPT: 2.35 ACRES THEREOF OWNED AND OCCUPIED BY SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, AND EXCEPT AND SUBJECT TO ROAD DEEDS AND WAIVERS, AND SUBJECT TO PRIOR MORTGAGE IN FAVOR OF FEDERAL LAND BANK OF SPOKANE FOR \$2900.00 RECORDED BOOK P OF MTGS 319

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 TWENTY ONE HUNDRED FIFTY-FIVE AND 94/100 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 MAY 22ND, 1923, MADE BY EDDIE PECOS TOWNSEND AND LOUISE TOWNSEND PAYABLE ON OR BEFORE FIVE YEARS AFTER DATE TO THE ORDER OF ADA FREDERICK AND CLARENCE FREDERICK 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 MAY ADJUDGE REASONABLE AS ATTORNEY'S FEES, TO BE TAXED AS PART OF THE COSTS IN SUCH SUIT AS WELL

Assignment filed Nov 13, 1930 in Book "S" of mty. page 535 by M. C. Huser, C. Aul.

Assignment filed in page 535 Book "S" of mty. showing this indenture to be valid and correct. M. C. Huser, C. Aul. County Auditor

I hereby cancel this Mortgage this 19th day of July 1931 same having been fully paid and discharged