

C. D. OTTINGER ET UX TO NELLIE E. ASH

THIS INDENTURE, MADE THIS 15TH DAY OF JUNE IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-THREE BETWEEN C. D. OTTINGER AND IRENE N. OTTINGER, HIS WIFE PARTIES OF THE FIRST PART, AND NELLIE E. ASH PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF FOUR HUNDRED SEVENTY-TWO AND 35/100 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 HER HEIRS AND ASSIGNS, THE FOLLOWING DESCRIBED TRACTS OR PARCELS OF LAND, LYING AND BEING IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON, AND PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

1. THAT PART OF THE $W\frac{1}{2}$ OF THE $NE\frac{1}{4}$ OF SEC. 36, TP. 3 N., R. 7 $\frac{1}{2}$ E. W.M., LYING W. OF NELSON CREEK, CONTAINING 12 $\frac{1}{2}$ ACRES MORE OR LESS, THE E. LINE OF SAID TRACT TO BE THE CENTER OF NELSON CREEK.

2. COMMENCING AT A POINT 165 FEET E. OF THE CENTER POST AS ESTABLISHED IN SEC. 36, TP. 3 N., R. 7 $\frac{1}{2}$ E., W.M., THENCE S. 74° 41' E. 1300 FEET, THENCE S. 64° 22' E. 190 FEET, THENCE S. 76° 36' E. 150 FEET, THENCE N. 20° 12' W. 185 FEET, THENCE N. 32° 02' W. 217 FEET TO THE CENTER LINE E. AND W. OF SAID SEC. 36, TP. 3 N., R. 7 $\frac{1}{2}$ E., W.M. THENCE W 322 FEET TO PLACE OF BEGINNING, CONTAINING 2.10 ACRES. ALSO THE RIGHT TO GO OVER THE OLD ROAD WHICH EXTENDS IN SOUTHWESTERLY DIRECTION FROM THE LAND ABOVE DESCRIBED TO CARSON ROAD AND THE RIGHT TO HAVE A GATE ACROSS SAID ROAD WHERE IT JOINS SAID CARSON ROAD. COUNTY OF SKAMANIA, STATE OF WASHINGTON.

SUBJECT TO PRIOR MORTGAGE IN FAVOR OF FEDERAL LAND BANK OF SPOKANE TOGETHER WITH ALL AND SINGULAR THE TENEMENTS HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF FOUR HUNDRED SEVENTY TWO AND 35/100 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 ONE CERTAIN PROMISSORY NOTE, BEARING DATE JUNE 15TH, 1923, MADE BY C. D. OTTINGER AND IRENE N. OTTINGER PAYABLE ON OR BEFORE TWO YEARS AFTER DATE TO THE ORDER OF NELLIE E. ASH 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, HER 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, HER 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 AS ALL PAYMENTS WHICH SAID PARTY OF THE SECOND PART, HER HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR HER OR THEIR SECURITY BY INSURANCE OR ON.

Notified
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