

HEREBY CERTIFY THAT ON THIS 2ND DAY OF JULY 1923 PERSONALLY APPEARED BEFORE ME N.H. NELSON TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO SIGNED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SIGNED AND SEALED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(NOTARIAL
SEAL)

JOS. GREGORIUS
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON RESIDING AT CARSON.

FILED FOR RECORD JULY 2, 1923, AT 11 A.M. BY W. A. ARNOLD.

W. A. Arnold
COUNTY AUDITOR
BY *E. A. Arnold* DEPUTY

CLARENCE D. WALKER TO FRANK A. WACHTER

THIS INDENTURE, MADE THIS 2ND DAY OF JULY, A.D. 1923 BETWEEN CLARENCE D. WALKER, A SINGLE MAN THE PARTY OF THE FIRST PART, AND FRANK A. WACHTER, THE PARTY OF THE SECOND PART,

WITNESSETH, , THAT THE SAID PARTY OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF ONE HUNDRED AND NO/100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES TO HIM 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 CONFIRM 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:

LOT 6 BLOCK 5 ROSELAWN EXTENSION, ACCORDING TO THE PLAT THEREOF ON FILE AND RECORDED AT PAGE 65 PLAT BOOK A, RECORDS OF SKAMANIA COUNTY, WASHINGTON TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE, TO SECURE THE PAYMENT OF ONE HUNDRED AND NO/100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON IN LIKE LAWFUL MONEY 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 EVEN DATE HERewith MADE BY CLARENCE D. WALKER PAYABLE ONE YEAR .. TO THE ORDER OF FRANK A. WACHTER 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 EXECUTORS, ADMINISTRATORS AND ASSIGNS, ARE HEREBY EMPOWERED TO SELL THE SAID PREMISES, WITH ALL AND EVERY OF THE APPURTENANCES, OR ANY PART THEREOF, IN THE MANNER PRESCRIBED BY LAW, AND OUT OF THE MONEY ARISING FROM SUCH SALE, TO RETAIN THE WHOLE OF SAID PRINCIPAL AND INTEREST, WHETHER THE SAME SHALL BE THEN DUE OR NOT, TOGETHER WITH THE COSTS AND CHARGES OF MAKING SUCH SALE, AND THE OVERPLUS, IF ANY THERE BE, SHALL BE PAID BY THE PARTY MAKING SUCH SALE, ON DEMAND, TO THE PARTY OF THE FIRST PART HIS HEIRS OR ASSIGNS. AND IN ANY SUIT OR OTHER PROCEEDING THAT MAY BE HAD FOR THE RECOVERY OF SAID PRINCIPAL SUM AND INTEREST

135

3rd action see page 616
Book 1 of 11 pages filed Aug 11, 1936.
March 3, 1936, Skamania Co. Clerk's Office