

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

{ NOTARIAL
SEAL }

T. C. TIEDEMAN
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT SEATTLE IN SAID COUNTY.
MY COMMISSION EXPIRES JULY 9, 1927.

FILED FOR RECORD DECEMBER 20, 1923, AT 11-55 A.M. BY ELLEDGE R. PENLAND

Will a michell
COUNTY AUDITOR

BY DEPUTY

WALTER TOL ET UX TO BANK OF STEVENSON

THIS INDENTURE, MADE THIS 19TH DAY OF DECEMBER IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-THREE BETWEEN WALTER TOL AND JOHANNA TOL, HIS WIFE PARTIES OF THE FIRST PART, AND BANK OF STEVENSON PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF THREE HUNDRED (\$300.00) 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 ITS 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 ON THE NORTH BOUNDARY OF STATE HIGHWAY NO. 8 AS NOW LOCATED 1774 FEET WEST OF THE LINE BETWEEN SECTIONS 21 AND 22 IN TOWNSHIP TWO NORTH OF RANGE SEVEN EAST OF THE WILLAMETTE MERIDIAN AND RUNNING THENCE NORTH TO EAGLE OR BASS LAKE; THENCE WESTERLY ALONG SAID LAKE TO A POINT 100 FEET WEST OF THE LAST ABOVE DESCRIBED LINE; THENCE SOUTH TO STATE HIGHWAY NO. 8; THENCE EASTERLY ALONG SAID HIGHWAY TO THE POINT OF BEGINNING, CONTAINING TWO ACRES, MORE OR LESS, ALL IN THE CHENOWITH D.L.C. IN SAID SECTION 21 RIGHT TO LAY WATER MAINS ACROSS SAID LAND RESERVED TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THREE HUNDRED (\$300.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 10 PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE DECEMBER 19TH, 1923, MADE BY WALTER TOLL & JOHANNA TOLL, HIS WIFE. PAYABLE ONE (1) YEAR AFTER DATE TO THE ORDER OF BANK OF STEVENSON, 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, ITS 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