

BERNARD A. HAFLEY ET UX TO JOHN ZINNIKER

THIS INDENTURE, MADE THIS 24TH DAY OF DECEMBER IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-ONE BETWEEN BERNARD A. HAFLEY AND NELLIE HAFLEY, HUSBAND AND WIFE PARTIES OF THE FIRST PART, AND JOHN ZINNIKER PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF FOUR HUNDRED FIFTY 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 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:

COMMENCING AT THE NORTHWEST CORNER OF THE REAL ESTATE OF THE ESTATE OF WILLIAM HAFLEY, DECEASED, RUNNING THENCE SOUTH ALONG THE WEST LINE OF SAID REAL ESTATE OF SAID ESTATE EIGHTY-FOUR (84) RODS AND SIXTEEN (16) LINKS TO THE NORTHWEST CORNER OF THAT PORTION OF REAL ESTATE SET OFF OR APPORTIONED OUT OF THE SAID ESTATE OF JAMES HAFLEY, THENCE EAST ALONG THE NORTH LINE OF THAT PORTION OF REAL ESTATE SET OFF OR APPORTIONED OUT OF SAID ESTATE AS AFORESAID TO THE WEST LINE OF THAT PORTION OF REAL ESTATE SET OFF OR APPORTIONED OUT OF SAID ESTATE TO FRANK HAFLEY, THENCE NORTH ALONG SAID LINE OF SAID REAL ESTATE SO SET OFF OR APPORTIONED TO SAID FRANK HAFLEY TO THE NORTH LINE OF SAID ESTATE, THENCE WEST ALONG SAID NORTH LINE OF SAID ESTATE TO THE PLACE OF BEGINNING, SAID DESCRIBED REAL ESTATE CONTAINING 17 AND 1/5 ACRES MORE OR LESS AND BEING A PORTION OF THE REAL ESTATE SITUATED IN SECTION 4 OF TWP. 1 RANGE 5 AND SECTION 33 OF TWP. 2 RANGE 5 E. W.M. IN SKAMANIA COUNTY, WASHINGTON.

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 FIFTY (\$450.00) 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 A CERTAIN PROMISSORY NOTE, BEARING DATE 24TH DECEMBER, 1921, MADE BY BERNARD A. HAFLEY AND NELLIE HAFLEY PAYABLE ON OR BEFORE DECEMBER 24TH 1923 AFTER DATE TO THE ORDER OF JOHN ZINNIKER 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 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, HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM OF \$45.00 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, HIS HEIRS, EXECUTORS ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR

Satisfied
BK A
Pg 409

\$15.00