C. O. WILLIAMS ET UX TO BANK OF STEVENSON

THIS INDENTURE, Made this 24th day of Bebruary in the year of our Lord One Thousand Nine Hundred and Twenty-four Between C. O. Williams and Amanda Williams, his wife, parties of the first part, and Bank of Stevenson, a Washington corporation party of the second part:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF EIGHT HUNDRED AND NO/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 ITS 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:

NW4 of SW4 Sec. 33, Tp. 2 N. R. 6 E. W.M.; ALSO COMMENCING AT THE CENTER OF SECTION 34 Tp. 2 N. R. 6 E. W.M., THENCE WEST 642 FEET TO THE CENTER OF DUNCAN CREEK, THENCE FOLLOWING THE CENTER OF DUNCAN CREEK ABOUT 600 FEET TO THE STATE ROAD, THENCE ALONG THE STATE ROAD TO THE EAST LINE OF THE SW4 Sec. 34, THENCE NORTH TO MORE THE PLACE OF BEGINNING, CONTAINING 4.64 ACRES/OR LESS; SAVING AND EXCEPTING THAT TRACT OF LAND SOLD TO SYLVAN GRANGE No. 474, DESCRIBED AS FOLLOWS; COMMENCING AT THE CENTER OF SAID Sec. 34, THENCE SOUTH 150 FEET, THANCE WEST 104.9 FEET, THENCE NORTH EAST 150 FEET, THENCE/104.9 FEET TO THE PLACE OF BEGINNING.

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 EIGHT HUNDRED AND NO/100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 9 PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE FEBRUARY24TH, 1924, MADE BY C. O. WILLIAMS AND AMANDA WILLIAMS, HIS WIFE PAYABLE TWO YEARS 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, ITS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM THE COURT ADJUDGES 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, ITS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR ITS OR THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID PREMISES OR ANY PART THEREOF.