

SAM SAMSON ET UX TO PATER SWANSON

THIS INDENTURE, MADE THIS 2ND DAY OF APRIL IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-FOUR BETWEEN SAM SAMSON AND FLORA SAMSON, HIS WIFE, PARTIES OF THE FIRST PART, AND PETER SWANSON PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF ELEVEN HUNDRED AND NO/100 (\$1100.00) 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 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:

BEGINNING AT A POINT ON THE TOWNSHIP LINE 15 CHAINS AND 75 LINKS EAST OF THE QUARTER SECTION CORNER IN THE SOUTH BOUNDARY LINE OF SECTION 36 TP. 3 N.R. 7 EAST OF W.M., RUNNING THENCE NORTH 67° 38' EAST 430 FEET, THENCE N. 63° 38' EAST 230 FEET, THENCE N. 26° 22' W. 1160 FEET, THENCE WEST 35 FEET, THENCE SOUTH 1295.6 FEET TO THE PLACE OF BEGINNING, CONTAINING 9.59 ACRES; EXCEPTING THEREFROM ONE ACRE FROM THE SOUTHWEST CORNER OF SAID TRACT HERETOFORE CONVEYED BY HENRY HOLTGRIEVE AND WIFE TO SCHOOL DIST. No. 3, SKAMANIA CO., WASH. AND EXCEPTING ALSO THAT PARCEL OF LAND HERETOFORE DEEDED TO SAID SCHOOL DIST. No. 3 BY GRANTORS AS SHOWN BY INSTRUMENT RECORDED AT PAGE 258 BOOK "M" OF DEEDS, RECORDS OF SKAMANIA COUNTY, WASH., 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 ELEVEN HUNDRED AND NO/100 (\$1100.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 8 PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE APRIL 2ND, 1924, MADE BY SAM SAMSON & FLORA SAMSON, HIS WIFE. PAYABLE SIX MONTHS AFTER DATE TO THE ORDER OF PETER SWANSON AND THESE PRESENTS SHALL BE VOID IF SUCH PAYMENTS 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 BECOME DUE AND PAYABLE, ACCORDING TO THE TERMS AND CONDITIONS THEREOF, THEN THE SAID PARTY OF THE SECOND PART, HIS HIERS, 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 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, HIS HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR HIS OR THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID PREMISES OR ANY PART THEREOF.

IN CASE OF THE FORECLOSURE OF THIS MORTGAGE, THE PARTY OF THE SECOND PART,

I hereby cancel this Mortgage this 30 day of July 1924 the same having been fully paid and discharged

Attest: Pater Swanson  
County Auditor

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