

LUCIEN A. ST.MARTIN TO W. A. ARNOLD ET AL

THIS INDENTURE, MADE THIS 3RD DAY OF JUNE 1924 BETWEEN LUCIEN A. ST.MARTIN, PARTY OF THE FIRST PART AND W. A. ARNOLD, FRANK A. WACHTER AND ALEX MCKEIGHAN, PARTIES OF THE SECOND PART, WITNESSETH;

THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF ONE THOUSAND AND NO/100 (\$1000.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TO HIM IN HAND PAID BY THE SAID PARTIES OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DOES BY THESE PRESENTS, GRANT, BARGAIN, SELL, CONVEY AND WARRANT UNTO THE SAID PARTIES OF THE SECOND PART, AND TO THEIR HEIRS, AND ASSIGNS, THE FOLLOWING DESCRIBED TRACT OR PARCEL OF LAND, LYING AND BEING IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON AND PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

AN UNDIVIDED ONE-EIGHTEENTH INTEREST IN AND TO THE FOLLOWING DESCRIBED REAL PROPERTY; EAST HALF OF THE SOUTHWEST QUARTER, SOUTH HALF OF THE SOUTHEAST QUARTER, NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21 IN TOWNSHIP 3 NORTH OF RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING, INCLUDING THE MINERAL SPRINGS THEREON, HOTEL BUILDINGS AND PROPERTY SITUATED THEREON AND ALL FRANCHISES, EASEMENTS AND PRIVILEGES APPERTAINING THERETO;

ALSO AN UNDIVIDED ONE-EIGHTEENTH INTEREST IN AND TO THE PERSONAL PROPERTY UPON THE SAID REAL ESTATE BELONGING OR APPERTAINING TO THE HOTEL BUSINESS, INCLUDING FURNITURE, FIXTURES, LIVE STOCK MACHINERY, AND EQUIPMENT OF WHATSOEVER KIND OR NATURE USED IN CONNECTION WITH THE SAID ST.MARTINS MINERAL SPRINGS HOTEL ON SAID PROPERTY.

THE FOREGOING BEING ALL THE RIGHT, TITLE AND INTEREST AND THIS CONVEYANCE IS INTENDED TO CONVEY ALL THE RIGHT, TITLE AND INTEREST OF THE MORTGAGOR IN AND TO THE PROPERTY KNOWN AS THE "ST.MARTINS MINERAL SPRINGS" PROPERTY, FULL TITLE OF WHICH AS TENENTS IN COMMON THEREOF. ALSO ALL GRANTORS RIGHT, TITLE AND INTEREST IS HELD BY THE HEIRS OF ISADORE ST.MARTIN SR., DECEASED, IN AND TO THE RENTS, ISSUES AND PROFITS THEREFROM; AND THE RIGHT TO COLLECT THE SAME AND CREDIT THE AMOUNT THEREOF UPON THIS MORTGAGE AND THE NOTE HEREBY SECURED.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF ONE THOUSAND AND NO/100 (\$1000.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 12% PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE BEARING EVEN DATE HERewith, MADE BY LUCIEN ST.MARTIN, PAYABLE ONE YEAR AFTER DATE TO THE ORDER OF W. A. ARNOLD AND FRANK A. WACHTER AND ALEX MCKEIGHAN 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 PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS ADMINISTRATORS OR ASSIGNS MAY IMMEDIATELY THEREAFTER IN THE MANNER PROVIDED BY LAW, FORECLOSE THIS MORTGAGE FOR THE WHOLE AMOUNT THEN UNPAID UPON SAID PRINCIPAL AND INTEREST, WITH ALL THE OTHER SUMS HEREBY SECURED.

THE SAID PARTY OF THE FIRST PART COVENANTS AND AGREES TO AND WITH THE SAID PARTIES OF THE SECOND PART THAT HE IS THE OWNER IN FEE SIMPLE OF THE ABOVE

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