

STATES, TO IT IN HAND PAID BY THE SAID PARTY OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DOES BY THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY AND WARRANT UNTO THE SAID PARTY OF THE SECOND PART, AND TO ITS SUCCESSORS AND ASSIGNS, THE FOLLOWING DESCRIBED TRACT OF LAND, SITUATE, LYING AND BEING IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, TO-WIT:

COMMENCING AT THE SOUTHEASTERLY CORNER OF BLOCK 8 OF THE TOWN OF STEVENSON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE AUDITOR OF SKAMANIA COUNTY, WASHINGTON, THENCE NORTH $34^{\circ} 30'$ WEST A DISTANCE OF 30 FEET TO THE SOUTHEAST CORNER OF THE HOLLOW TILE THEATRE BUILDING, NOW CONSTRUCTED AND LOCATED UPON THE LAND HEREBY CONVEYED; THENCE SOUTH $55^{\circ} 30'$ WEST ALONG THE OUTER LINE OF THE EDGE OF THE ABOVE MENTIONED THEATRE BUILDING A DISTANCE OF 80 FEET, THENCE NORTH $34^{\circ} 30'$ WEST 33 FEET; THENCE NORTH $55^{\circ} 30'$ EAST 80 FEET TO THE EAST LINE OF SAID BLOCK 8; THENCE SOUTH $34^{\circ} 30'$ EAST ALONG THE EAST LINE OF SAID BLOCK 8, 33 FEET TO THE POINT OF BEGINNING.

ALSO AN EASEMENT FOR A STRIP OF LAND THREE FEET IN WIDTH ALONG THE NORTH SIDE OF THE ABOVE DESCRIBED TRACT SUBJECT TO A SIMILAR EASEMENT BY ABUTTING AND CONTIGUOUS PROPERTY FOR SIDEWALK.

IT BEING THE INTENTION TO CONVEY HEREBY THE LAND UPON WHICH THE ABOVE MENTIONED THEATRE BUILDING HAS BEEN CONSTRUCTED AND PARTICULARLY THAT THE SOUTH LINE OF THE TRACT SO CONVEYED SHALL COINCIDE WITH THE OUTER EDGE OF THE SOUTH WALL OF SAID BUILDING, NOTWITHSTANDING DISTANCES HEREIN SPECIFIED.

TO HAVE AND TO HOLD UNTO THE SAID PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS, TOGETHER WITH ALL THE APPURTENANCES THEREUNTO BELONGING AND ALL EASEMENTS, RIGHTS AND PRIVILEGES THERETO APPERTAINING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THREE THOUSAND AND NO/100 (\$3000.00) 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 ONE CERTAIN PROMISSORY NOTE, BEARING DATE MARCH 9, 1925, PAYABLE ON OR BEFORE THREE 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 SUCCESSORS 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 SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM THAT 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 SUCCESSORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR ITS SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID PREMISES OR ANY PART THEREOF.

THE PARTY OF THE FIRST PART AGREE TO KEEP THE PROPERTY INSURED IN THE SUM OF \$3000.00, PAYABLE TO THE PARTY OF THE SECOND PART AS ITS INTERESTS MAY APPEAR.