

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF THREE HUNDRED AND NO/100 (\$300.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TO THEM IN HAND PAID BY THE SAID PARTIES OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO 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 AND STATE OF WASHINGTON, AND PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A POINT 208.7 FEET NORTH OF THE S.W. CORNER OF THE NE $\frac{1}{4}$ OF NE $\frac{1}{4}$ OF SEC. 34 Tp. 2 N. R. 6 E. W.M., THENCE NORTH 539.6 FEET; THENCE S. 67° 36' EAST 460 FEET, THENCE SOUTH 42° 56' EAST 165 FEET; THENCE SOUTH 6° 54' WEST 121 FEET; THENCE WEST 97 FEET TO SPRING CREEK, THENCE FOLLOWING THE CENTER OF SAID SPRING CREEK IN A SOUTHEASTERLY DIRECTION TO THE SUB-DIVISION LINE, THENCE WEST ALONG SAID LINE 238.3 FEET; THENCE NORTH 208.7 FEET, THENCE WEST 208.7 FEET TO PLACE OF BEGINNING, CONTAINING 4 $\frac{1}{2}$ ACRES MORE OR LESS, EXCEPT A ONE HALF INTEREST IN THE SPRING LOCATED ON THE NE. PORTION OF THE LAND RESERVED BY ETNA KLINE. TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THREE HUNDRED AND NO/100 (\$300.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 12 PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE SEPTEMBER 12, 1925, MADE BY HARRY C. KLINE AND ANNA O. KLINE, PAYABLE ONE YEAR AFTER DATE TO THE ORDER OF W. A. ARNOLD, 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 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 PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM 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 PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR OR THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID PREMISES OR ANY PART THEREOF.

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

IN CASE OF THE FORECLOSURE OF THIS MORTGAGE, THE PARTIES OF THE SECOND PART, THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL BE ENTITLED TO HAVE ENTERED IN SUCH FORECLOSURE SUIT A JUDGMENT FOR ANY DEFICIENCY REMAINING DUE UPON ACCOUNT OF THE INDEBTEDNESS SECURED HEREBY, INCLUDING TAXES, INSURANCE OR OTHER LAWFUL ASSESSMENTS AFTER APPLYING THE PROCEEDS OF THE SALE OF THE PREMISES ABOVE

I hereby cancel this Mortgage this 18th day of January 1936 same having been fully paid and discharged

Attest W. A. Arnold, W. A. Arnold, County Auditor

Bertie M. Kline and as executor of the estate of Alex McKelighan deceased