

*For satisfaction see Book
of Mgs. page 620 filed August
28, 1936. Made by me
Skamania Co. Clerk - Auditor*

SKAMANIA AND STATE OF WASHINGTON, AND PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS,
TO-WIT:

THAT CERTAIN TRACT OR PARCEL OF LAND LYING ON THE NORTH SIDE OF THE RIGHT
OF WAY OF THE S.P. & S. RAILWAY CO., AND SOUTH OF THE CARSON COUNTY ROAD (AS LOCATED
MAY 2ND, 1912), RUNNING EAST FROM KANAKA CREEK, SITUATE IN THE SHEPARD D.L.C. IN
SEC. 36, TWP. 3, _ R 7½ E. W.M., WHICH SAID LAND IS MORE DEFINITELY DESCRIBED BY
METES AND BOUNDS AS FOLLOWS, TO-WIT: BEGINNING AT THE CORNER TO TOWNSHIPS 2 AND 3
N R 7 & 7½ E. W.M. THENCE RUNNING N 42° 15' E 1020 FEET, THENCE N 49° 55' WEST 112
FEET TO THE INITIAL POINT OF SURVEY; THENCE N 20° ^{47'} W 215 FEET; THENCE N 24° 43' E
125 FEET; THENCE N 77° 28' E TO INTERSECTION WITH THE NORTH LINE OF S.P. & S. RT. OF
WAY; THENCE FOLLOWING ALONG THE NORTH LINE OF SAID RIGHT OF WAY IN A SOUTHWESTERLY
DIRECTION TO POINT OF BEGINNING, CONTAINING 1.47 ACRES.

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 NINE
HUNDRED FORTY 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 A CERTAIN PROMISSORY NOTE, BEARING DATE APRIL 8TH, 1925,
MADE BY IRA D. FOSTER AND FLORENCE FOSTER PAYABLE ON OR BEFORE FIVE YEARS AFTER DATE
TO THE ORDER OF PRESTON ASH 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, HIS 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 PROCEEDINGS 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 INCLU-
DED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM OF \$90.00 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.

SAID FIRST PARTIES HEREBY AGREE THAT ALL MONEY RECEIVED OR AGREED UPON
FOR ANY RIGHTS OF WAY TO BE GRANTED OVER AND ACROSS THE ABOVE DESCRIBED PROPERTY
DURING THE LIFE OF THIS MORTGAGE SHALL BE PAID BY THE PURCHASER OF SAID RIGHT OF
WAY OR RIGHTS OF WAY TO THE HOLDER OF THIS MORTGAGE.

SAID FIRST PARTIES FURTHER AGREE THAT BEGINNING WITH A FIRST PAYMENT OF
\$10.00 ON SEPTEMBER, 1ST, 1925 THEY WILL CONTINUE TO MAKE A PAYMENT OF \$10.00 ON THE
FIRST OF EACH AND EVERY MONTH THEREAFTER UNTIL THE ENTIRE PRINCIPAL TOGETHER WITH
THE INTEREST SHALL HAVE BEEN PAID IN FULL; RESERVING THE RIGHT HOWEVER TO PAY ANY
GREATER SUM OR THE WHOLE OF THE BALANCE DUE AT ANY TIME.

SAID FIRST PARTIES FURTHER AGREE TO KEEP THE BUILDINGS AND FENCES AND OTHER
IMPROVEMENTS ON SAID LAND IN GOOD REPAIR AND TO KEEP SAID BUILDINGS INSURED FOR NOT