

FORREST M. EYMAN TO W. A. ARNOLD ET AL

THIS INDENTURE, MADE THIS 23RD DAY OF FEBRUARY IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-SIX BETWEEN FORREST M. EYMAN, A BACHELOR PARTY OF THE FIRST PART, AND W. A. ARNOLD AND ALEX McKEIGHAN PARTIES OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTY OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF TWO HUNDRED AND NO/100 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 AND STATE OF WASHINGTON, AND PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION SEVENTEEN (17) TOWNSHIP THREE (3) NORTH OF RANGE EIGHT (8) EAST OF THE WILLAMETTE MERIDIAN.

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 TWO HUNDRED AND NO/100 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 FEBRUARY 23RD, 1926, MADE BY THE PARTY OF THE FIRST PART, <sup>HERETO,</sup> PAYABLE ONE YEAR AFTER DATE TO THE ORDER OF W. A. ARNOLD 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 THAT THE COURT SHALL ADJUDGE 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 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 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 DESCRIBED TO THE PAYMENT THEREOF, AND TO THE COSTS OF SUCH FORECLOSURE SUIT.

Satisfaction recorded Book 219, page 219, No. 219.  
D. C. Chesser, Co. Auditor  
by Mabel J. Farnsworth, D. C.