

CHARLES ZIEGLER ET UX TO BANK OF STEVENSON

THIS INDENTURE, MADE THIS 3RD DAY OF MARCH IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-SIX BETWEEN CHARLES ZIEGLER AND LUELLA I. ZIEGLER, HIS WIFE PARTIES OF THE FIRST PART, AND BANK OF STEVENSON, A WASHINGTON CORPORATION PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF FIFTEEN HUNDRED AND NO/100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TO THEM IN HAND PAID BY THE SAID PARTY OF THE SECOND PART, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO 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 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 88 FEET WEST OF THE NORTHWEST CORNER OF THE HENRY SHEPARD D.L.C. IN THE NORTHEAST QUARTER OF SECTION 36⁴⁹ TOWNSHIP 3 N. R. 7 E. OF W.M., RUNNING THENCE WEST 899 FEET TO THE LINE RUNNING THROUGH THE CENTER OF SECTION 36 TP. 3 N. R. 7 EAST OF W.M., THENCE SOUTH 288° 40' EAST 322.7 FEET; THENCE SOUTH 86° EAST 132 FEET; THENCE NORTH 81° 26' EAST 175 FEET; THENCE SOUTH 83° 38' EAST 285 FEET; THENCE SOUTH 40° 38' EAST 70 FEET; THENCE SOUTH 58° 53' EAST 228 FEET TO THE WEST LINE OF THE HENRY SHEPARD D.L.C., THENCE NORTH ALONG SAID LINE 127 FEET; THENCE NORTH 39° 32' WEST 100 FEET; THENCE NORTH 6° 27' WEST 262 FEET TO THE PLACE OF BEGINNING. SUBJECT TO A PRIOR MORTGAGE TO THE FEDERAL LAND BANK OF SPOKANE, RECORDED AT PAGE 70 BOOK Q OF MORTGAGES.

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 FIFTEEN HUNDRED AND NO/100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF EIGHT PERCENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE MARCH 3RD, 1926, MADE BY THE PARTIES OF THE FIRST PART HERETO, PAYABLE ON OR BEFORE TWO 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 MAY ADJUDGE 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 OR THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR

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