

CHRIS FLETCH ET UX TO W. A. ARNOLD ET AL

THIS INDENTURE, MADE THIS 10TH DAY OF MAY IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-SIX BETWEEN CHRIS FLETCH AND BURGA FLETCH, HIS WIFE PARTIES OF THE FIRST PART, AND W. A. ARNOLD AND ALEX McKEIGHAN PARTIES OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF TWELVE HUNDRED AND NO/100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TO THEM IN HAND PAID BY THE SAID PART.. 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:

BEGINNING 30 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ SEC 20 TP 3 N R 8 E. W.M., THENCE NORTH 90 FEET, THENCE EAST 50 FEET, THENCE SOUTH 90 FEET, THENCE WEST 50 FEET TO THE PLACE OF BEGINNING, TOGETHER WITH THE GASOLINE PUMPS, AND TANKS, AND AIR COMPRESSERS AND OTHER APPURTENANCES WHICH ARE ATTACHED TO THE PREMISES AND BUILDING THEREON, AND WHICH THE MORTGAGORS COVENANT, AGREE AND WARRANT ARE PERMANENT FIXTURES APPURTENANT TO AND PART AND PARCEL OF THE REAL PROPERTY HEREBY CONVEYED, AND SHALL NOT BE REMOVED THEREFROM, BUT SHALL BE KEPT IN GOOD REPAIR AND CONDITION DURING THE TERM OF THIS MORTGAGE 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 TWELVE 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 MAY 10TH, 1926, MADE BY THE PARTIES OF THE FIRST PART HERETO, PAYABLE ON OR BEFORE ONE YEAR AFTER DATE, (THE SAID NOTE BEING GIVEN IN RENEWAL OF NOTES DATED JANUARY 22ND 1925 AND FEBRUARY 5TH 1925/^{GIVEN} TO W. A. ARNOLD, FRANK A. WACHTER AND ALEX McKEIGHAN) 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 THEREAFORE, 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 OF 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 OR THEIR SECURITY BY INSURANCE OR ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID PREMISES OR ANY PART THEREOF.

Satisfactions recorded May 24, 1927 in Book "S" page 165.