

ROY SHULTZ ET UX TO PRESTON ASH

THIS INDENTURE, MADE THIS 28TH DAY OF JULY IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-SIX BETWEEN ROY SHULTZ AND LELA SHULTZ, HIS WIFE, PARTIES OF THE FIRST PART, AND PRESTON ASH PARTY OF THE SECOND PART:

WITNESSETH, THAT THE SAID PARTIES OF THE FIRST PART, FOR AND IN CONSIDERATION OF THE SUM OF TWO HUNDRED AND NO/100 (\$200.00) 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 HIS 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:

TEN ACRES OF LAND BEING PART OF THE $W\frac{1}{2}$ OF $SW\frac{1}{4}$ OF SECTION 35 TOWNSHIP 3 NORTH OF RANGE 7 EAST OF W.M., USED BY CHARLES LEBONG AS AN ORCHARD AND FENCED WITH A WIRE FENCE AS DESCRIBED IN DEED FROM E. P. ASH AND NELLIE E. ASH, HIS WIFE, TO CHARLES LEBONG DATED FEBRUARY 27, 1909 RECORDED IN BOOK L OF DEEDS, PAGE 350 RECORDS OF THE AUDITOR OF SAID SKAMANIA COUNTY, WASHINGTON. THE SAID PROPERTY HAVING BEEN SURVEYED BY H. S. HALL DECEMBER 22, 1924 AND THE FIELD NOTES OF SAID SURVEY BEING AS FOLLOWS:

BEGINNING AT A POINT 114 FEET WEST OF THE SE CORNER OF $NW\frac{1}{4}$ OF $SW\frac{1}{4}$ OF SEC. 35 Tp. 3 N. R. 7 E. W.M., THENCE N. $2^{\circ} 26'$ E. 147 FEET, THENCE N. $70^{\circ} 11'$ W. 266 FEET, THENCE N. $69^{\circ} 19'$ W. 300 FEET, THENCE N. $70^{\circ} 09'$ W. 500 FEET, THENCE S. $20^{\circ} 59'$ W. 347 FT., THENCE S. $58^{\circ} 01'$ E. 156 FT. THENCE S. $59^{\circ} 41'$ E. 430 FT. THENCE S. $77^{\circ} 05'$ E. 254 FT. THENCE N. $67^{\circ} 25'$ E. 294 FT. THENCE N. $79^{\circ} 55'$ E. 100 FT. THENCE N. $24^{\circ} 05'$ W. 56 FT. TO PLACE OF BEGIN. CONT. 3.94 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 TWO HUNDRED AND NO/100 (\$200.00) DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH INTEREST THEREON AT THE RATE OF 8 PER CENT. PER ANNUM FROM DATE UNTIL PAID, ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE, BEARING DATE JULY 28, 1926, MADE BY THE PARTIES OF THE FIRST PART HERETO, PAYABLE ON OR BEFORE TWO YEARS AFTER DATE TO THE ORDER OF PRESTON ASH AND THESE PAYMENTS SHALL BE VOID ^{SUCH} IF 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 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, HIS HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLUDED IN THE JUDGMENT WHICH MAY BE REDOVERED, 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 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,

Satisfied
BK W
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