

MORTGAGE RECORD S
SKAMANIA COUNTY, WASHINGTON

169

ACKNOWLEDGED THAT THEY SIGNED AND SEALED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

(NOTARIAL SEAL)

RAYMOND C. SLY
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON RESIDING AT STEVEN-
SON THEREIN.

FILED FOR RECORD MAY 31, 1927 AT 4:05 O'CLOCK P. M. BY AURELIA KELLY

G. C. Chesser
COUNTY AUDITOR
by Mabel J. Fosse, D. U.

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ISADORE ST. MARTIN ET UX To E. P. KELLY ET UX.

THIS INDENTURE, MADE THIS 23RD DAY OF MAY IN THE YEAR OF OUR LORD ONE THOUSAND NINE HUNDRED AND TWENTY-SEVEN BETWEEN ISADORE ST. MARTIN AND FELICITE ST. MARTIN, HUSBAND AND WIFE PARTIES OF THE FIRST PART, AND E. P. KELLY AND AURELIA KELLY, HUSBAND AND WIFE, PARTIES OF THE SECOND PART:

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

COMMENCING AT A POINT 66 RODS NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION TWENTY, TOWNSHIP 3 NORTH OF RANGE 8 EAST OF THE W. M., THENCE WEST 24 RODS, THENCE NORTH 20 RODS, THENCE EAST 24 RODS, THENCE SOUTH 20 RODS TO THE PLACE OF BEGINNING.

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THEREUNTO BELONGING.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THREE HUNDRED AND NO/100 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 ONE CERTAIN PROMISSORY NOTE, BEARING DATE MAY 23, 1927, MADE BY THE PARTIES OF THE FIRST PART HERETO, PAYABLE ONE YEAR AFTER DATE TO THE ORDER OF E. P. KELLY AND AURELIA KELLY, HUSBAND AND WIFE, 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, REASONABLE SUM 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