

14464

HUGH B. SMITH et ux to MYRTLE ATTWELL

THIS INDENTURE WITNESSETH, That Hugh B. Smith and Ida F. Smith husband and wife parties of the first part, for and in consideration of the sum of Five Thousand and no/100 Dollars in gold coin of the United States of America, to them in hand paid by Myrtle Attwell party of the second part, have GRANTED, BARGAINED and SOLD, and by these presents do Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to her heirs and assigns the following described premises, situate, lying and being in the County of Skamania, State of Washington, to-wit:

(1) $N\frac{1}{2}$ of $SW\frac{1}{4}$ of $SW\frac{1}{4}$ and $SE\frac{1}{2}$ of $SW\frac{1}{4}$ of $SW\frac{1}{4}$ Sec. 36, Tp. 3 N. R. 7 E. W. M. excepting that land described in deed to Wm. Goepel and wife, recorded at page 159 Book "P" records of Skamania Co., Washington, and subject to the water right of Skamania Light and Power Company.

(2) Commencing at a point 300 feet west of the southwest corner of Lot 7 Sec. 1 Tp. 2 N. R. 7 E. W. M. thence north to the township line between townships 2 and 3 N. R. 7 E. W. M., thence east to the center of Rock Creek, thence southerly along the center of Rock Creek to intersection with the north and south center line of said section 1 Tp. 2 N. R. 7 E., thence south to point of intersection of said center line with the west bank of the westerly outlet of Rock Creek; thence following said west bank southerly to the north line of the S. P. & S. right of way thence westerly along the north line of said S. P. & S. right of way 23 chains and 20 links (more or less) to intersection with the division line between the easterly and westerly halves of the D. Baughman D. L. C., thence continuing westerly along the north line of said right of way 350 feet to a point 50 feet east of an old skid road, said point being near a sign post marked "one mile to Stevenson" thence northwesterly at right angles to last described course to the southerly line of State Road #8 (North Bank Highway), thence northerly along the easterly line of said highway to the intersection thereof with the above mentioned division line of the said Baughman D. L. C., thence following said division line to point of intersection thereof with the section line between sections 1 and 2 tp. 2 N. R. 7 E. W. M. thence north to point of intersection with the north line of said D. Baughman D. L. C. thence east to the place of beginning, except therefrom the tract of land deeded to Chas. Oline as described at page 541 Book "Q" of Deed records of Skamania County, Wash., and subject to easements for roads and to easement of the Northwestern Electric Company for power line.

(3) Commencing at a point on the township line 865 feet east of the section corner of sections 1 and 2 Tp. 2 N. R. 7 E. W. M. thence south 100 feet, thence east 103 feet, thence north 100 feet, thence west 103 feet to the place of beginning, containing $\frac{1}{4}$ of an acre; also the water from the spring thereof known as School house spring.

(4) Beginning at station 5 plus 02 on State Highway No. 8 (North Bank Highway) on a line common to sections 1 and 2, tp. 2 N. R. 7 E. W. M., said point being 2064.7 feet south of the township line, thence south $37^{\circ} 31' W$ 302.5 feet, thence south $4^{\circ} 6' W$ 142.6 feet, thence south $59^{\circ} 47' E$ 224.2 feet to a station on said State Highway No. 8 known as 9 plus 98 thence north along the section line between sections 1 and 2, 496 feet to the point of beginning containing 1.45 acres.

All subject to public highways, and easements to Skamania Light and Power Company and Skamania Co-operative Telephone Association.

Also excepting that tract of land conveyed to Charles Olin by deed recorded at page 255 Book "V" of Deeds records of Skamania County, Washington.

To Have and To Hold, the said premises, with all their appurtenances unto the said party of the second part, and to her heirs and assigns forever; and the said parties of the first part, for themselves and their heirs, executors, and administrators, do hereby covenant to and with the said party of the second part, her heirs and assigns, that they are the owners in Fee Simple of said premises, that the same are free from all encumbrances, and that they will Warrant and Defend the title thereto against all lawful claims whatsoever.

This Conveyance is intended as a mortgage to secure the payment of Five Thousand and no/100 (\$5000.00) Dollars, lawful money of the United States, together with interest thereon at the rate of six per cent. per annum from date until paid, according to the terms and conditions of two certain promissory notes, bearing date October 27th, 1927, made by the parties of the first part hereto, payable Note #1 for \$1000.00 two years after date, and Note #2 three years after date to the order of Myrtle Attwell 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 notes, 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, her heirs executors, administrators,

Satisfied
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