MORTGAGE RECORD S

SKAMANIA COUNTY, WASHINGTON

acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial)

Raymond C. Sly
Notary Public for Washington residing at Stevenson therein.

Filed for record December 10, 1927 at 11-40 O'clock A.M. by P. E. Brown.

Is ce himsel

County Auditor

Ву

Deputy

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14547

P. E. BROWN et ux to J. W. ATTWELL

THIS INDENTURE, Made this 7th day of December in the year of our Lord one thousand nine hundred and twenty seven between P. E. Brown and Mabel M. Brown, husband and wife parties of the first part, and J. W. Attwell party 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 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:

Lot number 5 Strawberry Hill tracts on file and of record in the office of the Auditor of Skamania County, Washington; also, commencing at the center of section 36, twp. 3 N. R. 7½ E. W. M., at an established corner; thence south 245 feet; thence east 126 feet; thence S 4° 30' E 286 feet; thence N 63° 08' E 466 feet; more or less to the SW line of the tract sold by Maggie E. Hamilton and E. C. Hamilton to H. M. Button; thence N 64° 22' W 190 feet, along the line of said Button tract; thence N 37° 41' W 300 feet to the center line of said section; thence west 165 feet 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 8 per cent. per annum from date until paid, according to the terms and conditions of two certain promissory notes bearing date December 7, 1927, made by the parties of the first part hereto, payable No. 1 payable one year after date, note number 2 payable two years after date, with the privilege of paying upon principal after one year, after date to the order of J. W. 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, his heirs, executors, administrators or assigns may immediately thereafter, in the manner provided by law, foreclosic this mortgage for the whole amount due upon said principal and interest, with all the other sums hereby secured.

In anyssuit or other proceeding which may be had for the recovery of the amount due on either said notes 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 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 party of the second part, his heirs, executors, administrators and assigns may be abliged to make for

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