

14602
MORTGAGE

L. A. St Martin

to

CHRIST FLETCH

This Indenture, Made this 16th day of December in the year of our Lord one thousand nine hundred and twenty-seven BETWEEN L. A. St Martin, a single man party of the first part, and Christ Fletch party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Five Hundred and no/100 DOLLARS, lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does 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: His undivided 1/18th interest in and to the

E $\frac{1}{2}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$; NE $\frac{1}{4}$ SE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ sec 21 tp 3N R 8 E.W.M. including the mineral springs thereon, hotel buildings and other buildings thereon, and all franchises, easements and privileges appertaining thereto; also all interest of the grantor in and to the personal property of every description belonging or appertaining to the business conducted on said premises including furniture, fixtures, livestock, machinery and equipment; it being the intention to mortgage hereby all the present interest of grantor in the St. Martin Mineral Springs property;

Subject, however, to two mortgages in favor of A. P. Gordon, Guardian, and Christ Fletch (Aurelia Kelly assignee) respectively together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE ISintended as a MORTGAGE to secure the payment of Five Hundred and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of ten per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date December 16th, 1927, made by the party of the first part hereto, payable on or before six months after date to the order of Christ Fletch 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 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 part of the second part, heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum that the Court may 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 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, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage, the party of the second part, his heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and Delivered in the Presence of
Raymond C. Sly

L. A. St. Martin (Seal)

STATE OF WASHINGTON,
County of Skamania

} ss.

I, Raymond C. Sly a Notary Public in and for the said State, do hereby certify that on this 10th day of January, 1928, personally appeared before me L. A. St. Martin, a single man to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his 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)

Notary Public in and for the State of Washington, Raymond C. Sly

Assignment recorded Book 18, page 228
of Mtge. on Jan. 10, 1928.

Released under Nov 18, 1936
Book 22 of Mtge. page 5.
Mortgage on Skamania Co. land.