

14616MORTGAGE

This Indenture, Made this 14th day of January in the year of our Lord one thousand nine hundred and twenty-eight BETWEEN E. M. Cook and Inez Cook, his wife parties of the first part, and J. F. Attwell party of the second part:

WITNESSETH, That the said parties 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 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: Commencing at a point on the west line of Russel Ave in the Town of Stevenson N34 degrees 30' W 147.2 feet of the NE corner of Block 8 of the plat of Stevenson, thence S55 degrees 30' W 109 feet, thence N 87 degrees 46' W 142 feet more or less to the west line of the Shepard DLC, thence N along the west line of said DLC to S line of Vancouver Ave, thence northeasterly along the south line of Vancouver Ave to intersection with Russel Street, thence S34 degrees 30' E 110 feet more or less to place of beginning. Also easement in strip 16 feet wide along the south side thereof for road. EXCEPTING, the following, Commencing at the intersection of Vancouver Ave with the west line of Russel Ave (40 feet S of Stone Wall marking property line of S D #3) thence southwesterly along Vancouver Ave 110 feet, thence S 34 degrees 30' E 51.5 feet, thence northeasterly parallel to Vancouver Ave 110 feet to Russel Ave, thence N34 degrees 30' W to point 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 Five 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 one certain promissory note, bearing date January 14th, 1928, made by the parties of the first part hereto, payable Two years after date, with privilege of paying \$50 or more on principal at any time after date to the order of J. F. 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 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 recovered, the sum 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 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, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

Relegated mty. recorded Mar. 24-1930  
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J. F. Attwell Co. ind.