

STATE OF WASHINGTON)
County of Skamania) ss

I, Raymond C. Sly, a Notary Public in and for said state and county do hereby certify that on this 27th day of August 1928 personally appeared before me Nattie Nelson, to me known to be the individual described in and who executed the foregoing instrument and acknowledged that she executed the same as her free and voluntary act and deed, for herself individually, and as executrix of the estate of Nels Helmer Nelson, deceased.

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

Filed by Hattie Nelson of Carson, Wash at 5 P.M. Aug. 27, 1928. H. C. Chesser
Auditor.

15081
MORTGAGE
Sam Samson, et ux to W. A. Arnold, et al. Mortgage.

THIS INDENTURE Made and entered into this 28th day of August 1928 by and between Sam Samson and Flora Samson, his wife, parties of the first part and W. A. Arnold, Frank A. Wachter and Bertha O. McKeighan, parties of the second part,

WITNESSETH; that the said parties of the first part for and in consideration of the sum of Five Hundred dollars, do hereby grant, bargain, sell, convey and warrant unto the parties of the second part the following described real property in Skamania County, Washington, to-wit;

Beginning at a point on the Township line 15 chains and 75 links East of the quarter section corner in the South boundary line of Section 36 Tp. 3 N.R. 7 E. W. M., running thence North 67 degrees 38' East 430 feet, thence North 63 degrees 38' East 230 feet; thence North 26 degrees 22' West 1160 feet; thence West 35 feet; thence South 1295.6 feet to the place of beginning, containing 9.59 acres; excepting therefrom one acre from the Southwest corner of said tract heretofore conveyed by Henry Holtgrieve and wife to School Dist. No. 3, Skamania County, Washington, and excepting also that parcel of land heretofore deeded to said School District No. 3 by Mortgagors as shown by instrument recorded at page 258 Book M. of Deeds, records of Skamania County, Washington.

Excepting also that tract of land conveyed to George I. Mowery as described in deed therefor recorded at page 216, Book "V" of Deeds, records of Skamania County, Washington. Also excepting that tract of land conveyed to Peter Swanson, as described in deed recorded at page 381 of Book U of Deeds.

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 (\$500.00) Dollars, lawful money of the United States, together with interest thereon at the rate of 10% per annum from date until paid, interest payable quarterly, according to the terms and conditions of one certain promissory note, ---bearing even date herewith, made by Sam Samson and Flora Samson, his wife, payable two years after date to the order of W. A. Arnold, Frank A. Wachter and Bertha O. McKeighan, 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 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 notes 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, the sum the Court adjudges reasonable 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 security by insurance or on account of any taxes charges, in cumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage, the parties of the second part, their 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.

It is understood and agreed that the indebtedness secured by this mortgage may be paid at any time prior to maturity, provided however, that in case of such payment prior to maturity, the parties of the first part shall pay all interest upon the principal then unpaid, to the next interest payment date.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered
in Presence of:
Raymond C. Sly

Sam Samson (SEAL)
Flora Samson (SEAL)

Released of Mtg recorded July 2, 1930, Vol. 8, Page 494