

15325  
MORTGAGE

Frank N. Hill, et ux

To H. C. Ambuhl

This Indenture, Made this 18th day of October 1928, between Frank N. Hill and Ina E. Hill, husband and wife, as mortgagors, and H. C. Ambuhl as mortgagee,

WITNESSETH, That the said mortgagors for and in consideration of the sum of Two Hundred Seventy-Five and No/100 (\$275.00) Dollars to them paid by the same mortgagee, do hereby grant, bargain, sell and convey unto the said mortgagee, his heirs, executors, administrators and assigns those certain premises situated in the County of Skamania and State of Washington, and described as follows, to-wit:

The Northeast Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Northeast Quarter (NE $\frac{1}{4}$ ) of Section Ten (10), Township One (1) North, Range Five (5) East of Willamette Meridian, excepting the following: Beginning at a point of State Road N. 8 (as established November 30, 1921) said point being 10 chains west of the east line of Section Ten (10), Township One (1) North, Range Five (5) East of Willamette Meridian, thence north to the south line of the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) said section Ten (10); thence east along said line Ten (10) chains to the east line of said Section Ten (10), thence south along said section line to said State Road and thence along said road to the point of beginning being one-half acre more or less, also excepting state and county roads. Also, a tract of land described by metes and bounds as follows: Commencing at a post on the west boundary line of Section Eleven (11) Township One (1) North, Range Five (5) East of Willamette Meridian, (said township and range); thence south 68° East 970 feet to initial point of survey; thence north 62° 15' West 275 feet to center of Cascades Military Road, (old county road); thence following said road in a northwesterly direction to the intersection of said road with the division line of Lot One (1) at corner; thence east 1320 feet more or less to the east line of Lot One (1); thence south on east line of Lot One (1) about 515 feet to the Government meander line on the north shore of the Columbia River; thence following said meander line in a southwesterly direction to a point where initial point bears north 43° 40' west 300 feet more or less; thence north 43° 40' west to the place of beginning, together with a personal right of J. Gory to land and keep one boat on the east side of rock at old landing with personal right of ingress and egress thereto and therefrom. Excepting: Right of Way of the S. P. and S. Ry, Co., and County roads. Also, excepting the uninterrupted right of ingress and egress to and from the barn heretofore owned by the parties (Julius Gory and Anna Gory his wife and Frank Konopski) to and from the County road above mentioned.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

To Have and To Hold the said premises with the appurtenances unto the said mortgagee, heirs, executors, administrators and assigns forever.

This conveyance is intended as a mortgage, however, and is given to secure the payment by the mortgagor to the mortgagee of the sum of TWO HUNDRED AND SEVENTY-FIVE Dollars in United States Gold Coin of the present standard value, due on or before January 1st, 1930 with interest from date until paid at rate of 8 per cent per annum, payable quarterly; all according to the terms of one certain promissory note of even date herewith given by the mortgagors to the mortgagee, bearing interest payable at the rates and terms aforesaid, as follows:

\$275.00

Portland, Oregon. October 18th 1928

On or before January 1st, 1930 after date, without grace....I promise to pay to the order of H. C. Ambuhl.....  
at Portland, Oregon.....

Two Hundred Seventy-Five and No/100-----DOLLARS, in Gold Coin of the United States of America, of the present standard value, with interest thereon in like Gold Coin at the rate of eight per cent. per annum from date until paid, for value received. Interest to be paid quarterly and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like gold coin, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

(Signed) Frank N. Hill  
Ina E. Hill

This indenture is further conditioned upon the faithful observance by the mortgagors of the following covenants hereby expressly entered into by the mortgagors, to-wit:

That they are lawfully seized of said premises, and now have a valid and unincumbered fee simple title thereto and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever;

That they will forthwith pay any liens or incumbrances now existing upon said premises superior to this mortgage; except a first mortgage of \$1480.00 at 6% interest

That they will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force they will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanic's lien or other liens or encumbrances that might by operation of law or otherwise become a lien upon the mortgage premises superior to the lien of this mortgage, and will deliver all receipts therefor to the mortgagee;

For assignment see page 351 Bonds  
of Mortgage... Recorded Nov. 13, 1928.  
by M. H. Green, Deputy.

Satisfactions of Mtg. Filed October 19th 1929  
H. C. Ambuhl