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R. W. States, et ux, et al to John W. Attwell

THIS INDENTURE Made and entered into this 27th day of November 1928 by and between R. W. States and Ella R. States, his wife, and States and Company, a Washington corporation, parties of the first part and John W. Attwell, party of the second part, witnesseth;

That the said parties of the first part, for and in consideration of the sum of five thousand dollars to them in hand paid by the party of the second part, the receipt whereof is hereby confessed, do by these presents grant, bargain, sell, convey and warrant unto the said party of the second part, his heirs and assigns the following described real property in Skamania County, Washington, to-wit;

Lots numbered five (5) to eleven (11) inclusive and Lots twenty-two (22) to twenty-eight (28) inclusive in Block numbered seven (7) of the Town of Stevenson, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

Commencing at a point which is North 17° 07' W and 342 feet distant from the Southeast corner of the Monroe Vallett land in Sec 36 twp 3 N R 7½ E. of W.M., thence N 17° 07' W 347 feet, thence S 78° 29' W 346 feet, thence S. 17° 01' E 442 feet to the right of way of the S P & S Ry Co. thence following said right of way in a northeasterly direction 361½ feet to the place of beginning, containing 3 and 20/100 acres more or less.

Also beginning at the Northeast corner of the tract of land hereinabove described, running thence in a westerly direction with an angle of 94° 39' 162.5 feet; thence in a northerly direction with an angle of 85° 21' 268 feet, thence in an easterly direction with an angle of 94° 39' 162.5 feet, thence in a southerly direction with an angle of 85° 21' 268 feet to the place of beginning containing one acre more or less.

Also that certain tract described as follows, to-wit; Commencing at the southeast corner of the Monroe Vallett farm as described in deed executed by A.W. Lambert and wife and recorded in Book "G" of Deeds at page 483 records of Skamania County, Wash., thence in a northerly direction following the east line of said tract to where the same intersects the south line of the S P & S right of way, thence in a southwesterly direction following the south boundary line of the S P & S right of way to where same intersects the south line of that certain tract deeded by Peter Olson and Sigrid Olson, his wife, to Monroe Vallett and recorded in Book "H" of Deeds at page 132 records of Skamania County, Wash., thence in a northeasterly direction along the south line of said tract to where same intersects the south line of the North half of the Shepard D. L. C, thence east along the south line of the north half of the Shepard D. L. C. to point of beginning, containing two acres more or less.

together with the hereditaments, tenements and appurtenances thereunto belonging.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE to secure the payment of the sum of Five thousand and no/100 (\$5000.00) Dollars, together with interest thereon at the rate of seven per cent per annum, payable semi-annually, from date until paid, according to the terms of a certain promissory note bearing even date herewith, payable one year after date to the order of John 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 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, or unpaid thereon, with all 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 may have included in the judgment which may be recovered such sum as the court shall adjudge reasonable as attorney fee to be taxed as part of the costs in such suit or action as well as all payments which the party of the second part, his heirs, executors, administrators or 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 premises or any part thereof.

The parties of the first part agree to keep buildings upon said real property insured in some reliable insurance company, payable to the party of the second part as his interest appears in the aggregate sum of \$5000.00 as follows; \$2000.00 on the dwelling house in Stevenson, \$1500.00 on the store building, and \$1500.00 on the farm buildings.

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 TESTIMONY Whereof the said R. W. States and Ella R. States have hereunto set their hands and seals, and the said States and Company, a corporation has caused these presents to be duly executed by its authorized officers the day and year first above written.

R. W. States (Seal)

Ella R States (Seal)

States and Company,

By R W States

President

Attest Ella R. States

Secretary

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 November 1928 personally appeared before me R. W. States and Ella R. States, his wife, to me known to be the individuals described in and who executed

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