

the within and foregoing instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned; also appeared R.W. States and Ella R. States, to me known to be the president and Secretary, respectively of the corporation that executed the said instrument, and acknowledged that they signed the same as the free and voluntary act and deed of said corporation for the uses and purposes therein stated; and on oath they stated to me that they were authorized to executed the same on behalf of said corporation, and that the seal affixed thereto is the corporate seal of said corporation.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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

(Notarial Seal)

Filed for record by Raymond C. Sly of City at 4:25 P.M. Dec. 13, 1928.

A. C. Shaw
Auditor.

15345
MORTGAGE

E.M. Cook, et ux To Bank of Stevenson

This Indenture, Made this 17th day of December 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 Bank of Stevenson, a Washington corporation-----

party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three Thousand four hundred and no/100 (\$3400.00) 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 its successors 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 Avenue in the Town of Stevenson N 34° 30' W 147.2 feet from the NE corner of Block 8 of the plat of Stevenson, thence S 55° 30' W 109 feet, thence N 87° 46' W 142 feet to the west line of the Shepard D.L.C., thence N along said line to the south line of Vancouver Avenue, thence northeasterly along the south line of Vancouver Avenue to intersection with Russel Avenue, thence S 34° 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° 30' E 51.5 feet, thence northeasterly parallel to Vancouver Ave 110 feet to Russel Ave. thence N 34° 30' W to point of beginning.

Subject to a prior mortgage in the principal sum of \$500.00 together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of-----
Three thousand four hundred and no/100 (\$3400.00)----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 December 17th..., 1928, made by E. M. Cook and Inez Cook-----
payable on or before three years after date-----

after date to the order of Bank of Stevenson-----
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, its successors, 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, its successors, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum that the court may fix as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which