"PIQNEER" INC., TACOMA-12766

MORTGAGE RECORD S

SKAMANIA COUNTY, WASHINGTON

JONES EUREKA LEAF, PAT, FER, 7, 190

15531 Mortgage

G.A.Smith et ux to Bertha McKeighan

THIS INDENTURE, Made this 30th day of March, A.D. 1929 Between G.A. Smith and Jannat A. Smith, his wife the parties of the first part, and Bertha McKeighan the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two hundred and no/100 Dollars, lawful money of the United States 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 confirm unto the said party of the second part, and to her 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-witt; All of Lot three (3) and the North half of Lot two (2) in Block one (1) of Roselawn Addition to 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. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging.

THIS CONVEYANCE is intended as a Mortgage, to secure the payment of Two hundred and no/100 Dollars, lawful money of the United States, together with interest thereon in like lawful money at the rate of ten per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing even date here-Made by G. A. Smith and Jannat A. Smith, payable on or before one year to the order of Bertha 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 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, her executors, administrators and assigns, are hereby empowered to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the parties of the first part their heirs or assigns. And in any suit of other proceeding that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part, her heirs, executors administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum that the court may adjudge reasonable Dollars, in lawful money--or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered thereon, and attorney's fee of twenty Dollars in lawful money, shall be taxed as part of the costs in such suit -- as we 1 as all payments that the said party of the second part, her heirs, executors, administrators or assigns may be obliged to make for their or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

IN TESTIMONY 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 the Presence of)

G. A. Smith (Seal)

Mrs: Jannat A. Smith (Seal)