

MORTGAGE RECORD S

SKAMANIA COUNTY, WASHINGTON

"PIONEER" INC., TACOMA—127552

JONES, BURKHALTER, PAT. FEB. 7, 1904

15704

P. S. C. Wills to Frank A. Wachter

THIS INDENTURE, Made and entered into this 4th day of June 1929 by and between P. S. C. Wills, a single man, party of the first part and Frank A. Wachter, party of the second part, witnesseth: That the said party of the first part for and in consideration of the sum of \$750.00 to him in hand paid by the party of the second part, does hereby mortgage to the said party of the second part the following described real property in Skamania County Washington, to-wit:

Beginning at a point 890.5 feet South of the center of the center of Section 36 tp 3 N R 7 E.W.M., thence South 580 feet, thence S 64°22'W 1.5 feet; thence N 57°59' W 202.1 feet; thence N 58°24'W 118.1 feet; thence N 11°19' W to a point 990 feet south of the north line of the Southwest quarter of section 36 aforesaid; thence north 99.5 feet; thence east to the place of beginning containing 4 acres more or less, excepting therefrom all roads or rights of way for roads, either public or private, on, over or across the above described land, heretofore granted.

Together with the appurtenances thereunto belonging.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE to secure the payment of the sum of \$750.00, with interest thereon at the rate of 6% per annum, according to the terms of two certain promissory notes of even date, made by the party of the first part payable to the order of the party of the second part, note #1 being for the sum of \$150.00 and payable in three equal, quarterly installments commencing September 4th 1929, note No 2 being for the sum of \$600.00 and is payable on or before two years after date; provided, that should the real property above described be sold or conveyed by the party of the first part prior to the maturity dates of said notes, the said notes shall in that event become immediately due and payable.

If said notes and all other indebtedness hereby secured be paid at the time and in the manner provided in said notes, and under the terms of this mortgage, these presents shall be void. But in case of default in the said payments, or in case of sale of said real property by said party of the first part, or conveyance thereof to any third person, then and in that event, the party of the second part may foreclose this mortgage for all sums then unpaid thereon, and may sell said premises, with all the appurtenances, in the manner prescribed by law, and out of the moneys arising from such sale, retain the whole of said principal and interest, together with the costs of such foreclosure action and sale, paying the overplus, if any, to the party of the first part, his heirs or assigns.

In any suit or action which may be brought for the recovery of any sums due and payable hereunder, the party of the second part may have included in the judgment recovered, a reasonable sum for attorneys fee, together with all payments made by the said party of the second part for his security for taxes or other assessments; or for the payment of any incumbrances against said premises. In testimony Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

P. S. C. Wills (Seal)

STATE OF WASHINGTON }
County of Skamania } SS

I, W. A. Arnold, a Justice of the Peace in and for Stevenson Precinct, Skamania County Washington, do hereby certify that on this ___ day of June 1929 personally appeared before me P. S. C. Wills, a single man, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed and sealed the same as

I hereby cancel this Mortgage this 3 day of December 1930 the same having been fully paid and discharged

James S. Wachter

Mable G. Wills
County Auditor