

before me, the undersigned a notary public in and for said county and State, personally appeared the within named Jacob Van Well, Executor of the last will and testament of Richard Jansen, deceased, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTAMONY WHEREOF, I have hereunto set my and seal the day and year last above written.

(Notarial Seal)

John Van Zante
Notary Public for Oregon
My Commission expires June 20, 1932.

Filed for record July, 18th, 1929 at 1:30 P.M.

W. C. Chesser
Auditor.

15820
James Morby et ux to
Bank of Stevenson

THIS INDENTURE, Made this 20th day of July in the year of our Lord one thousand nine hundred and twenty-nine Between James Morby and Ida Morby, his wife parties of the first part, and Bank of Stevenson party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three hundred and no/100 (\$300.00) 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 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-wit:

The Northwest quarter of the Southwest quarter of Section twenty-four (24) Township three (3) North of Range Nine (9) East of W.M. 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 Hundred and no/100 (\$300.00) Dollars, lawful money of the United States, together with interest thereon at the rate of eight per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date July 20, 1929, made by James Morby and Ida Morby, his wife, payable one year 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 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, 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 heirs executors administrators or assigns shall have the right to have included in the judgment which may be recovered reasonable sum as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said party of the second part, its heirs, executors, administrators and assigns may be obliged to make for its 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 case of the foreclosure of this mortgage, the party of the second part, its heirs,