

MORTGAGE RECORD S  
SKAMANIA COUNTY WASHINGTON

437

#16156

Christian Aalvik, et ux to Eugene C. Amann, Trustee

This Indenture, Made and entered into this 18th day of November, 1929 by and between Christian Aalvik and Anna Aalvik, his wife parties of the first part, and Eugene C. Amann, Trustee, party of the second part, Witnesseth:

That the said parties of the first part for and in consideration of the sum of Two Hundred forty and no/100 Dollars to them in hand paid by the party of the second part, the receipt whereof is hereby confessed, do by these presents mortgage to the said party of the second part, his successors and assigns, the following described real property in Skamania County, Washington, to-wit:

The East half of the Southeast quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ) and the Southwest quarter of the South east quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$ ) Section twenty-six (26) in township three (3) North of Range seven (7) East of the Willamette Meridian.

THIS MORTGAGE is given to secure the payment of the sum of Two hundred forty and no/100 Dollars together with interest at the rate of six per cent per annum, according to the terms of a certain promissory note bearing date October 1st 1929, payable in ten equal annual installments of \$24.00 each on the 1st day of October of each year commencing October 1st 1930, to the order of Eugene C. Amann, Trustee, and these presents shall be void if such payment be made according to the terms and conditions of said note. But in case default be made in the payment of the principal or interest of said promissory note, or of any installment or part thereof, when the same shall become due and payable, according to the terms and conditions thereof, or in case of failure to pay the taxes levied against the said real property before the same shall become delinquent, the said party of the second part may immediately thereafter in the manner provided by law foreclose this mortgage for the whole amount remaining unpaid on principal and interest, 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, the party of the second part, his successors or assigns, shall have the right to have included in the judgment which may be secured such sum as the court may adjudge reasonable as attorney fee, to be taxed as part of the costs in such costs in such suit, as well as all payments which the said party of the second part, his successors or assigns, may be obliged to make for his or their security on account of taxes, charges or assessments whatsoever on said premises or any part thereof.

The parties of the first part shall have the right to cut and market, as cord wood, the timber upon said premises, but shall account for all timber so cut and shall before removal thereof pay to the said party of the second part the sum of fifty cents for each cord of wood so cut, which said sum shall be credited upon said promissory note, and in case of failure to make such payments the said party of the second part may immediately declare all sums hereby secured due and payable and foreclose this mortgage as herein provided.

In Testimony Whereof the parties of the first part have hereunto set their hands and seals the day and year first above written.

Christian Aalvik (Seal)

Anna Aalvik (Seal)

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 13th day of December 1929 personally appeared before me Christian Aalvik and

Assignment recorded Oct. 18, 1934 in Book 7 of Mortgage page 368 Page 452

Assignment recorded March 11-1930 in Vol. 8

In satisfaction all Book 7 of Mortgage page 409