

Assignment recorded April 2, 1937 in Book "U" of Maps page 51. Mabel J. Davis, Auditor Skamania County
Satisfaction recorded April 12, 1937 in Book "U" of Maps pg. 52 Mabel J. Davis, Auditor Skamania County

Also an undivided one-twentieth interest in the water right to the water flowing over, under or through the land owned by Rose Walthers and Emile Walther, (wife and husband) on Aug. 18, 1909, being the right conveyed by deed recorded at page 22 book M of Deeds records of Skamania County, Washington, together with the right to lay pipes as provided in said deed, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is inteded as a MORTGAGE to secure the payment of Five hundred and no/100 Dollars, lawful money of the UnitedStates, 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 January 30th 1930, made by the parties of the first part hereto, payable on or before 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 part of the second part, its successors 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 administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum that the court may adjudge reasonable 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 successors, heirs 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.

The parties of the first part agree to keep the property insured in the sum of \$ _____, payable, to the party of the second part as its interest may appear.

In case of the foreclosure of this mortgage, the party of the second part, its successors or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

IN WITNESS 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

A. H. Herndobler
Frederick Wm. Davis
Freda V. Cummins (Seal)
Harry M. Cummins (Seal)

STATE OF OREGON)
County of Multnomah) ss

I, A. H. Herndobler a Notary Public in and for the said State, do hereby certify that on this 30th day of January, 1930, personally appeared before me Freda V. Cummins and Harry M. Cummons, her husband to me known to be the individuals described in and who executed the within 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial Seal) A. H. Herndobler, Notary public in and for the State of Oregon, residing at Portland Oregon in said County. My commission expires April 3, 1933.