## MORTGAGE RECORD S

## SKAMANIA COUNTY, WASHINGTON

JONES EUREKA LEAF, PAT, FEB. 7, 1905

25,000 feet of saw logs in the Columbia River at Cooks, Washington.

Now Therefore, in order to secure the payment of said indebtedness which is evidenced by a note hereinafter mentioned, the party of the first part does hereby grant, bargain, sell and convey all his right, title and interest in and to the above described contract, logs and piling including his equity therein as above described to the party of the second part, and his heirs and assigns forever.

This indenture is intended as a mortgage to secure the payment of \$4,000, which interest thereon at the rate of seven per cent per annum from date until paid, according to the terms and tenor of one certain promissory note bearing date March 24, 1930, made by the party of the first part, payable on or before one year after date, to the order of J. E. Rogers, and these presents shall be void if payment be made in accordance with the terms and conditions thereof.

But in case said party of the first part should make default in payment of said principal and interest or any part thereof according to the terms and conditions of said promissory note or shall permit any incumbrance or lien to be placed thereon, except as above stated, which shall be prior to the lien of this mortgage or in case the said party of the first part shall fail to keep and perform the terms and conditions of the above mentioned contract or shall fail to pay the stumpage when due and payabel upon the logs and piling aforesaid, then and in that case the party of the second part may immediately take possession of said property and premises and foreclose this mortgage in the manner provided by law, and in case of such foreclosure shall be entitled to receive his costs and disbursements including a reasonable sum as attorney's fees in such foreclosure action and in case of sale of said premises the party of the second part shall be entitled to collect from the party of the first part any deficiency which shall remain after applying the proceeds of such sale to the payment of the costs thereof, including attorney's fees, and the amount due upon said indebtedness.

IN TESTIMONY WHEREOF the party of the first part has set his hand and seal the day and year first above written.

F. M. Fowler, (Seal)

STATE OF WASHINGTON ) ) ss County of Skamania )

I, Raymond C. Sly, a Notary Public in and for the said State and County, do hereby certify that on this 24th day of March, 1930, personally appeared before me F. M. Fowler, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and pruposes 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(

Raymond C. Sly, Notary Public for Washington, residing at Stevenson.

State of Washington )ss Skamania County )

F. M. Fowler, being first duly sworn, deposes and says that he is the Mortgagor within named, and that this Mortgage is made in good faith, and without any design to hinder, delay or defraud creditors.

F. M. Fowler

Subscribed and sworn to before me this 24th day of March, 1930

)Notarial Seal(

Raymond C. Sly, Notary Public for Washington, residing at Stevenson.

Filed for record March 24, 1930 at 4:45 o'clock P. M. Gc Cherry

G. C. Chesser, Co. Auditor.

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