

MORTGAGE RECORD S

SKAMANIA COUNTY, WASHINGTON

"PIONEER" INC., TACOMA--19765

JONES EUREKA LEAF, PAT. FEB. 7, 1905

going mortgage, and that this mortgage is made in good faith, and without any design to hinder, delay or defraud creditors.

Clarence S. Weldon

Subscribed and sworn to before me this 16th day of February, 1931.

(Notarial seal)

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

Filed for record Feb. 16, 1931 at 4-00 p.m. by W. A. Arnold.

Mabel J. Osse
County Auditor

#17082

Max Esch et ux to Myrtle Attwell.

This Indenture, Made this 24th day of February in the year of our Lord One thousand nine Hundred and thirty-one, between Max W. Esch and Emma Esch, his wife, party of the first part, and Myrtle Attwell party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two Hundred ninety and no/100 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 her 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 W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 34 Tp. 2 N. R. 6 E. M. M., save and excepting therefrom a tract of one acre in a square out of the southwest corner of said land and a right of way ten feet wide along the west side of said land from the (Old) State Road to the North side of said one acre; also excepting that tract of land containing 4 $\frac{1}{2}$ acres more or less as described in deed to Harry C. Kline and Anna O. Kline recorded at page 404 Book "U" of Deeds, records of Skamania County, Washington.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

This conveyance is intended as a mortgage to secure the payment of Two Hundred Ninety and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 8 per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date February 24, 1931, made by the parties of the first part hereto, payable One year after date to the order of Myrtle Attwell 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, her 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, her heirs, executors, 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, her heirs, executors, administrators and assigns may be obliged to make for her 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 \$300.00 payable to the party of the second part as her interest may appear.