

MORTGAGE RECORD S  
SKAMANIA COUNTY WASHINGTON

565

#17096

J. H. McNamara to Earl McNamara

The Mortgagors, J. H. McNamara, a single man, MORTGAGE TO Earl McNamara, the property hereinafter described, to secure the payment of Two Hundred and no/100 Dollars, according to the terms of a certain promissory note, of which the following is substantially a copy, to-wit:

\$200.00

Vancouver, Wash., February 27th, 1931.

On or before two years after date, without grace, for value received I promise to pay to Earl McNamara or order at U. S. National Bank, Portland, Oregon, Two Hundred and no/100 Dollars with interest from date at the rate of seven per cent. per annum. Interest payable annually, and if not so paid, the whole sum of both principal and interest to become immediately due and collectible; at the option of the holder of this note. If not so collected, the interest to be added to and become part of the principal, and the same to bear interest, thereafter until paid at the rate of seven per cent. per annum. Principal and interest payable in U. S. Gold Coin. And in case action is commenced to enforce payment of this note or any portion thereof, I promise to pay such additional sum as the court may adjudge reasonable as attorney's fees in said action.

P.O. Portland, Oregon.

J. H. McNamara

The following described real estate, situate in Skamania County, State of Washington, is the property hereby mortgaged, to-wit:

The south half of the northwest quarter, and the northwest quarter of the northwest quarter of section thirty two, township seven north, range five east of Willamette Meridian in Skamania County, State of Washn, containing one hundred twenty acres, more or less.

Dated this 27th day of February, 1931.

Executed in the presence of  
J. E. Lazure  
Maude E. Fahey

J. H. McNamara (seal)

STATE OF OREGON )  
COUNTY OF MULTNOMAH ) ss

I, Maude E. Fahey, the undersigned authority in and for said County and State, do hereby certify that on this 27th day of February, 1931, personally appeared before me J. H. McNamara, a single man, to me known as 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 purposes therein mentioned.

Given under my hand and official seal this 27th day of February, 1931.

(Notarial seal)

Maude E. Fahey  
Notary Public for Oregon residing at  
Portland, Ore. My commission expires  
December 16th, 1934.

Filed for record Feb. 28, 1931 at 11-30 o'clock a.m. by Raymond C. Sly

*Maude E. Fahey*  
County Auditor

#17097

Columbia River Timber Co., to Security Bank & Trust Co.

This Indenture, Made this 27th day of January, A. D., 1931, by and between Columbia River Timber Company, a corporation, hereinafter referred to as "said Timber Company", and Security Bank and Trust Company, a corporation, hereinafter referred to as "said Trust Company", Witnesseth:

Whereas, on the 17th day of May, 1930, the Honorable Edward E. Cushman did make and file a memorandum decision in a cause now pending in the United States District Court for the Western District of Washington, Southern Division, entitled Security Bank and Trust Company, a corporation, plaintiff, v. Columbia River Timber Company, a corporation, defendant, registry number 6746, wherein it was held that certain rails, frogs, switches, and other