

MORTGAGE RECORD S
SKAMANIA COUNTY, WASHINGTON

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"PIONEER" INC., TACOMA-147882 JONES EUREKA LEAF, PAT. FEB. 7, 1904

#17099

Katherine Haines to Margaret St. Martin by Guard.

This Indenture, Made this second day of March in the year of our Lord one thousand nine hundred and thirty-one between Katherine Haines party of the first part, and A. P. Gordon, guardian of the Estate of Margaret St. Martin, incompetent, party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Five Hundred and no/100 Dollars, lawful money of the United States, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL, CONVEY and WARRANT unto the said party of the second part, and to his successors or 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:

An undivided 1/18 interest in and to the following described real property: E $\frac{1}{2}$ of SW $\frac{1}{4}$, S $\frac{1}{2}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of SE $\frac{1}{4}$, SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 21 Twp. 3 N. R. 8 East of W. M. together with all and singular the tenements, hereditaments and appurtenances thereto belonging, including the Mineral Springs thereon, Hotel Buildings and property situated thereon and all franchises, easements and privileges appertaining thereto; also an undivided 1/18 interest in and to the personal property upon the said real estate belonging or appertaining to the hotel business, including furniture, fixtures, live stock, machinery and equipment of whatsoever kind or nature used in connection with the said St. Martin Mineral Springs Hotel on said property.

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

II. This Conveyance is intended as a mortgage to secure the payment of Five Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of six per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date March 2, 1931, made by the party of the first part hereto, payable on or before two years after date to the order of A. P. Gordon, guardian of estate of Margaret St. Martin, incompetent, 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, his 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, his successors or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$ 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, his heirs, successors or assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage, the party of the second part, his 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 party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of

Katherine Haines (seal)

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss

I, Raymond C. Sly a Notary Public in and for the said State, do hereby certify that on