

MORTGAGE RECORD S
SKAMANIA COUNTY WASHINGTON

599

that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

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

Filed for record May 7, 1931 at 1-45 o'clock p. m. by Emma Kingman

Mabel J. Jasse
County Auditor

#17228

W. C. Kennedy et ux to Ella Emmitt

This Indenture, Witnesseth, That we, W.C. Kennedy and Mildred Kennedy, his wife, parties of the first part for and in consideration of the sum of Twenty four Hundred and Twenty Five Dollars, to us in hand paid, the receipt whereof is hereby acknowledged, have BARGAINED, SOLD and CONVEYED and by these presents do Bargain, Sell and Convey unto Ella Emmitt of Roseburg, Douglas County, Oregon party of the second part, the following described premises, to-wit; situated in the County of Skamania and State of Washington:

The southeast quarter of the northeast quarter of section 16, township 3 North of range 10 East of W.M., excepting therefrom that portion thereof described as beginning at a point 56 rods west of the southeast corner of the northeast quarter of said section 16, running thence north 40 rods, thence west 24 rods, thence south 40 rods, thence east 24 rods to the place of beginning, containing 6 acres; that the property herein conveyed contains 34 acres, more or less. And we further convey, as a part of the consideration herein, a certain water right purchased from J. L. Wendorf and Belle J. Wendorf, husband and wife, by deed dated September 22nd, 1920, recorded April 12, 1921 in Book "S" of Deeds, page 253, records of Skamania County, Washington. It is hereby intended and we do hereby convey to the said W. C. Kennedy all our interest in said water rights of whatever kind and nature. That the said water comes from a spring situated on or near the dividing line of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 16, Tp. 3 N., R. 10 East of W. M., in Skamania County, Washington. The place of diversion is at the location of said spring.

Together with tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said Ella Emmitt her their heirs and assigns forever.

This conveyance, is intended as a mortgage to secure the payment of the sum of Twenty Four Hundred and Twenty Five no/100 Dollars, in accordance with the tenor of a certain instrument of writing, of which the following is a true copy to-wit:

\$2425.00

Portland, Oregon May 1, 1931.

On or before May 1, 1936, after date, without grace we or either of us promise to pay to the order of Ella Emmitt at Portland, Oregon Twenty four Hundred and Twenty Five (\$2425.00) Dollars in Gold coin of the United States of America, of the present standard value, with interest thereon, in like gold coin, at the rate of seven per cent per annum from date until paid, for value received. Interest to be paid semi-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. And in case suit or action is instituted to collect this note, or any portion thereof we promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum, in like Gold coin, as the court may adjudge reasonable as Attorney's fees to be allowed in said suit or action.

No. _____
Due _____ 192__

W. C. Kennedy
Mildred Kennedy

Now, if the sums of money due upon said instrument shall be paid according to agreement therein, expressed, this conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said Ella Emmitt and her legal representatives may sell the premises above described, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal and interest, together with the costs and charges of making such sale, and a reasonable sum as attorney's fees, and the overplus, if any there be, pay over to the said W. C. Kennedy and Mildred Kennedy, their