

(Notarial seal affixed)

residing at Vancouver therein

Filed for record May 18, 1931 at 3-50 o'clock p.m. by Mrs. J. J. Middleton

Mabel G. Case
County Auditor.

#17245

Edward J. Miller to Benjamin E. Cleveland

This Indenture, made this 19th day of May in the year of our Lord one thousand nine hundred and thirty-one between Edward J. Miller, a bachelor party of the first part, and Benjamin E. Cleveland party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Twelve hundred and no/100 Dollars, lawful money of the United States, to him 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 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:

Lot numbered four (4) of the "Oregon Lumber Company's" Subdivision of part of Section fourteen (14) in township three (3) north of range nine (9) east of Willamette Meridian, containing 21 acres more or less.

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

This Conveyance is intended as a mortgage to secure the payment of Twelve 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 May 19th, 1931, made by the party of the first part hereto, payable in installments of \$200.00 payable annually on June 1st, commencing June 1st 1932 after date to the order of Benjamin E. Cleveland 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 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, his 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, his heirs, executors, administrators and 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.

The party of the first part agrees to keep the property insured in the sum of \$1600.00 payable to the party of the second part as his interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, his heirs, executors, administrators or assigns shall be entitled to have netted 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.

sums having been fully paid and discharged
Mabel G. Case
County Auditor

1 Twenty seven (27) days of April 1931
sums having been fully paid and discharged
Mabel G. Case
County Auditor