

#17491

Earnest Bannister to Michael Montchalin

This Indenture, Made this 13th day of August, 1931 between Earnest Bannister, a single man, party of the first part, and Michael Montchalin, party of the second part, Witnesseth:

That the said party of the first part, for and in consideration of the sum of Four Hundred and Fifty and no/100 (\$450.00) 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:

The Southeast quarter of the northwest Quarter, the Northeast Quarter of the Southwest Quarter, Section 29, township 3, North range 8 East of Willamette Meridian, containing eighty acres, more or less.

Subject to easement in favor of Frank Birkenfeld for logging road to public highway and an easement to the Northwestern Electric Company for power lines.

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

This conveyance is intended as a Mortgage to secure the payment of Four Hundred and Fifty and no/100 (\$450.00) 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 13th day of August, 1931 made by the party of the first part hereto, payable twenty-five and no/100 (\$25.00) Dollars one year after date and Fifty and no/100 (\$50.00) Dollars annually thereafter on the 13th day of August to the order of Michael Montchalin 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 and 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 proceedings 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 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, 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.

No merchantable timber or cord wood shall be removed from said premises unless the said party of the first part, his heirs, or assigns, shall pay to the mortgagee to be credited upon the principal thereby secured the sum of One Dollar per thousand feet of timber or One Dollar per cord for wood so removed and failure to make such payment upon such removal shall be considered a default in payment and all other sums hereby secured may, at the option of the holder of this mortgage and the promissory note hereby secured, be declared immediately due and payable.

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 entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured

3.00 released sec. 14.36  
of Mortgage filed Aug 24, 1931  
Skamania Co. Auditor