

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

199

JOHNSON-COX COMPANY, PRINTERS, TACOMA — 42956

and purposes therein mentioned.

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

(Notarial seal affixed)

R. M. Wright
Notary Public for Washington residing at
Stevenson therein.

Filed for record June 29, 1932 at 1-30 p.m. by Raymond C. Sly

Mabel J. Jasse
Skamania County Clerk-Auditor.

#18110 Olivia Davey et vir to Margaret St. Martin by guardian.

This Indenture, Made this 16th day of July in the year of our Lord one thousand nine hundred and thirty-two between Olivia Davey and C. E. Davey, her husband parties of the first part, and Estate of Margaret St. Martin, incompetent, (A. P. Gordon, Guardian) party of the second part:

Witnesseth, That the said parties 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 them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL, CONVEY and WARRANT unto the said party of the second part, and to its successors and assigns, the following described tracts or parcels of land, lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows; to-wit:

The undivided 1/18 and the undivided 1/5th of 1/18th interest of the said Olivia Davey in and to the E $\frac{1}{2}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$; NE $\frac{1}{2}$ SE $\frac{1}{4}$; and SE $\frac{1}{4}$ NE $\frac{1}{4}$ sec. 21 tp. 3 N. R. 8 E. W. M., and personal property constituting furniture, fixtures and equipment of the St. Martins Hotel; it being the intent hereby to mortgage the entire interest of the said Olivia Davey in the property known as the St. Martins' Springs.

Subject to a prior mortgage in favor the said estate in the sum of \$500.00 principal.

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

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 July 16th, 1932, made by the parties of the first part hereto, payable on or before one year after date to the order 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, its 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, its successors 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, its successors and assigns may be obliged to make for its or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

Recorded Nov. 18, 1936 in
Book "N" of Mgs. page 19.
Skamania Co. Clerk-Auditor