SKAMANIA COUNTY, WASHINGTON

#18220

O. Perry Latham to Gus Eklin et ux

This Indenture, Witnesseth, That O. Perry Latham, an unmarried man, party of the first part for and in consideration of the sum of One Hundred Seventy-five & no/100 (\$175.00) Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has BARGAINED, SOLD and CONVEYED and by these presents does Bargain, Sell and Convey unto Gus Eklin and Tillie Eklin, parties of the second part, the following described premises, to-wit:

The Northeast quarter (NE2) of the Southwest quarter (SW2) of Section 29, Township 2 North of range 6 East of Willamette Meridian, in Skamania County, Washington;

Together with tenements, hereditaments and appurtenances thereunt belonging or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said Gus Eklin and Tillie Eklin, their heirs and assigns forever.

This Conveyance, is intended as a mortgage to secure the payment of the sum of One Hundred Seventy-five & no/100 (\$175.00) Dollars, in accordance with the tenor of one certain instrument of writing, of which the following is a true copy; to-wit:

\$175.00

Hatisked

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Two years after date, without grace I promise to per to the order of Gus Eklin and Tillie Eklin, at Portland, Oregon, One Hundred Seventy-five & no/100 Dollars, in lawful money of the United States of America, of the present standard value, with interest thereon in Tike Lawful Money, at the rate of 7 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, I promise and agree

Portland, Oregon. September 15, 1932.

the option of the holder of this note) And in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum in like Lawful Money, as the Court may adjudge reasonable, for attorney's fees to be allowed in said suit or action.

O. Perry Latham

No.

Now, if the sums of money due upon said instrument shall be paid according to agreement therein, expressed, this conveyance shall be foid, but in case default shall be made in payment of the principal or interest, as above provided, then the said Gus Eklin and Tillie Eklin, and their 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 0. Perry Latham, his heirs or assigns and the said party of the first part, for his heirs, executors and administrators does covenant and agree to pay the said parties of the second part, their executors, administrators or assigns the said sum of money as above mentioned.

Witness my hand and seal this 14th day of September, A. D. 1932.

Done in the presence of

O. Perry Latham (seal)

STATE OF ORECON

COUNTY OF MULTNOMAH

SS

Be it remembered, that on this 15 day of September, A. D. 1932 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named O. Perry Latham, an unmarried man, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial seal affixed)

Nelson A. Gerttula Notary Public for Oregon. My commission expires Oct. 3, 1934.

Filed-for record Sept. 22, 1932 at 8-31 a.m. by Nelson A. Gerttula Main Phane Co. And