

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

215

#18359

Chas. F. Kuhnke et ux to Harry Rhodes et ux

This Indenture Witnesseth, That Charles F. Kuhnke and Ida H. Kuhnke his wife, for and in consideration of the sum of Two Thousand and no/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do BARGAIN, SELL and CONVEY unto Harry Rhodes and Winnifred Rhodes, his wife, the following described premises, to-wit:

The South half (s $\frac{1}{2}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section Thirty-four (34) Township Two North, Range Five East of the Willamette Meridian, in Skamania County, Washington.

together with the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining. To Have and to Hold the same, with the appurtenances, unto the said Harry Rhodes and Winnifred Rhodes heirs and assigns forever.

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

Customer's Note

United States National Bank, Salem, Oregon

\$2000.00

Salem, Oregon, January 6th, 1932.

On or before September 26, 1937, after date, without grace, for value received, I promise to pay to the order of Harry Rhodes and Winnifred Rhodes Two Thousand and no/100 Dollars with interest from date until paid at the rate of 7 per cent per annum, and if not so paid, then the principal and accrued interest shall, at the option of the legal owner thereof, become at once due and payable without further notice; and in case suit or action is instituted to collect this note or any portion thereof, I promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action. The makers, endorsers and guarantors of this note hereby severally waive presentment for payment, notice of non-payment, protest and diligence, in bringing suit against any party thereto, and the sureties consent that time of payment may be extended without notice thereof. Interest payable on or before March 26 and September 26 of each year.

Charles F. Kuhnke
Ida H. Kuhnke

Due Sept. 26, 1937.

Now, if the sums of money due upon said instrument shall be paid according to the agreements 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 mortgagees 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 the overplus, if any there be, pay over to the said mortgagors heirs and assigns.

Witness our hands and seals this 6th day of January, 1932.

Done in presence of
T. M. Hicks
Walter B. Minier

Charles F. Kuhnke (seal)
Ida H. Kuhnke (seal)

STATE OF OREGON)
(ss
COUNTY OF MARION)

On this, the 6th day of January 1933 personally came before me a Notary Public, in and for said County and State, the within named Charles F. Kuhnke and Ida H. Kuhnke his wife, to me personally known to be the identical persons described in and who executed the foregoing instrument, and who each personally acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein named.

Witness my hand and official seal the day and year above written.

(Notarial seal affixed)

Walter B. Minier
Notary Public for Oregon. My commission expires Feb. 14, 1934.

Filed for record January 16, 1933 at 8-30 a.m. by Salem Abstract Co.

Mabel J. Asse
Skamania Co. Clerk-Auditor.

Assigned Aug. 2, 1934 in Book
T. of Title at page 339
Mabel J. Asse, Clerk-Aud.