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sum of One Hundred Dollars, lawful money of the United States, to her in hand paid by 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:

Commencing at a point in the center of Kanaka Creed marked by 1 inch pipe driven in the ground 150 feet south of the North line of Lot 1 of Stevenson Park addition as described and fully shown in Plat Book A of the records of Skamania County, Washington, thence southeast down Kanaka Creek 300 feet more or less to the center of a cross chiseled in a very large rock near the East side of Kanaka Creek; thence Northeasterly direction to a point 310 feet south of said Lot 1 and to the West side to land sold by E. C. Hamilton and wife to George Pratt; thence north to a point 150 feet south of said Lot l and thence west 300 feet more or less to the place of beginning, containing 1 1/5 acres and being located in Section 36 Township 3 North of range 7 East of the the Willamette Meridian.

This Conveyance is intended as a Mortgage to secure the payment of one Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 8 per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date May 19, 1933, made by Florence M. Garwood payable one year after date to the order of Robt. W. Garver 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 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 \$50.00 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.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Florence Garwood (seal)

STATE OF WASHINGTON

(ss **ECUNTY OF SKAMANIA** 

I, R. M. Wright, a Notary Public in and for the said State do hereby certify that on this 19th day of May, 1933 personally appeared before me Florence M. Garwood to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

> R. M. Wright Notary Public in and for the State of Washington, residing at Stevenson in said county.

(Notarial seal affixed)

Filed for record May 19, 1933 at 11-04 a.m. by Grantee.

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