

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

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#18620

W. H. Linney et ux to Myrtle Attwell.

This Indenture, Made this 16th day of June, A. D. 1933 between W. H. Linney and Sarah K. Linney, his wife the parties of the first part, and Myrtle Attwell the party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Seven Hundred and no/100 Dollars, lawful money of the United States 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 CONFIRM unto the said party of the second part, and to her 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:

All that portion of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ sec. 23 tp. 4 N. R. 7 E. W. M., lying west of the center line of Wind River; also that portion of NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ section 26 tp. 4 N. R. 7 E. W. M., lying west of the center line of Wind River.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging.

This conveyance is intended as a mortgage, to secure the payment of Seven Hundred and no/100 dollars lawful money of the United States, together with interest thereon in like lawful money at the rate of eight per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing even date herewith made by W. H. Linney and Sarah K. Linney payable two years after date to the order of Myrtle Attwell 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, her executors, administrators and assigns, are hereby empowered to sell the said premises, 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, to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the parties of the first part their heirs or assigns. And in any suit or other proceeding that may be had for the recovery of said principal sum and interest on either said note or this mortgage it shall and may be lawful for the said party of the second part, her heirs, executors administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum that the court may adjudge reasonable in lawful money or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered thereon, an attorney's fee of 7% in lawful money, shall be taxed as part of the costs in such suit--as well as all payments that the said party of the second part, her heirs, executors, administrators or assigns may be obliged to make for her or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or anypart thereof.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of
Raymond C. Sly
J. H. Murphy

W. H. Linney (seal)
Sarah K. Linney (seal)

THE STATE OF WASHINGTON

COUNTY OF SKAMANIA

SS

I, Raymond C. Sly, a Notary Public in and for the State of Washington, do hereby

Satisfied
Bk J
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