

MORTGAGE RECORD T

SKAMANIA COUNTY, WASHINGTON

28th day of August 1933, personally appeared before me Henry Sadawasser to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

In Witness Whereof, I have hereunto set my hand and official seal on the day above written.

(Notarial seal affixed)

L. J. Moody
Notary Public in and for the State
of Washington, residing at Washougal
in said County.

Filed for record August 31, 1933 at 9-45 a.m. by Wm. Smead.

Mabel J. Smead
Skamania County Clerk-Auditor

#18820

J. R. Phillips et ux to Peder G. Birkeland

This Indenture, made this 20th day of November in the year of our Lord one thousand nine hundred and thirty-one between J. R. Phillips and Bertha Phillips, husband and wife, parties of the first part, and Peder G. Birkeland party of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Two Thousand 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 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:

Beginning at the SW corner of Lot No. 9 of Normandy Tracts, thence N. 35 deg. 15' W 568 feet; thence N. 54 deg. 45' E. 20 feet, thence N. 35 deg. 15' W. 767 feet, thence South 1590 feet to Right-of-way of State Road No. 8, thence N. 54 deg. 45' E 930 feet to the place of beginning, containing 15.6 acres, more or less, it being understood and agreed that there is a spring situate upon said property near the northerly terminus of the first course above described all the water of which shall be conveyed.

Subject to easement for water and pipe line granted to N. O. Anderson.

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

This conveyance is intended as a mortgage to secure the payment of Two Thousand 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 November 20th, 1931, made by the parties of the first part hereto, payable on or before October 1st, 1933, after date to the order of Peder G. Birkeland 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 there after, 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, his heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$ 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, heirs executors, administrators and assigns may be obliged to make for _____ or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever

1934 Assignment recorded Jan'y, 2, 1934. J. R. Phillips et ux. Skamania Co. Clerk-Auditor.