

MORTGAGE RECORD T

SKAMANIA COUNTY, WASHINGTON

Cora A. Morrow, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein 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.

(Notarial seal affixed)

Harry L. Raffety
Notary Public in and for the State of
Oregon, residing at _____. My commis-
sion expires Dec. 30th, 1935.

Filed for record Jany. 18, 1934 at 2-45 p.m. by Grantee.

Mahd J. Masse
Skamania Co. Clerk-Auditor.

#19078

J. S. Gwynne to Bank of Stevenson

This Indenture, Made this 23rd day of January, A.D. 1934 between J. S. Gwynne, a single man the party of the first part, and Bank of Stevenson, a Washington corporation the party of the second part,

Witnesseth, That the said party of the first part for and in consideration of the sum of Three hundred and no/100 Dollars, lawful money of the United States to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents GRANT, SELL, CONVEY and CONFIRM unto the said party of the second part, and to its successors 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:

Lot one (1) in Section twenty-nine (29) township three (3) North of range eight (8) East of Willamette Meridian.

Excepting therefrom a certain five acre tract heretofore deeded to Phoebe C. Taylor by J. H. Mesplie, and also excepting the right of way heretofore deeded to Spokane, Portland and Seattle Railway Company and also a right of way deeded to Northwestern Electric Company, all of which are now of record in the office of the County Auditor of Skamania County, Washington.

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

This conveyance is intended as a Mortgage, to secure the payment of Three 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 J. S. Gwynne payable on or before two years after date to the order of Bank of Stevenson 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, its successors 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 party of the first part his 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, its heirs, executors administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel em-

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