SKAMANIA COUNTY, WASHINGTON

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 therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

Raymond C. Sly
Notary Public in and for the State of
Washington. Residing at Stevenson. My
commission expires Jan. 30, 1935.

Filed for record May 9, 1934 at 4-50 p.m. by R. R. Webster

Skamania founty Clerk-Auditor.

#19442

Herbert M. Ziegler et ux to Bank of Stevenson.

This Indenture, Made this 12th day of May in the year of our Lord one thousand nine hundred and thirty-four between Herbert M. Ziegler and Isabelle Haynes Ziegler, his wife, parties of the first part, and Bank of Stevenson, a corporation, 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 its 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:

The East one half of the Southeast Quarter of the Northwest quarter, and the East One Half of the Northeast Quarter of the Southwest Quarter, all in Section Twenty-one (21) in township three (3) North, Range ten (10) East of the Willamette Meridian.

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 seven per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date May 12th, 1934, made by Herbert M. Ziegler, and Isabelle Haynes Ziegler, his wife, payable one year after date to the order of Bank of Stevenson, a corporation, 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 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 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, its 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, its heirs, executors, administrators and assigns may be obliged to make for its or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

The parties of the first part agree to keep the property insured in the sum of \$3000.00 payable to the party of the second part as its interests may appear.

Satisfactions recorded May 17, 1937 in toook