

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

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JOHNSON-COX COMPANY, PRINTERS, TACOMA 42954

#19562

Barney B. Perlman et ux to Eddie Eisenstein

This Indenture, Made on this 21st day of June A. D. One Thousand Nine Hundred and Thirty Four by and between Barney B. Perlman and Trudie Perlman, husband and wife, of Town of North Bonneville, County of Skamania, in the State of Washington, parties of the first part, and Eddie Eisenstein of Eugene, Oregon, party of the second part:

Witnesseth: That the said parties of the first part, for and in consideration of the sum of Four Thousand Dollars (\$4,000.00), to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents, GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the said party of the second part, his heirs and assigns, the following described lot, or parcel of land, lying and situated in the County of Skamania and State of Washington, to-wit:

Beginning at a point on the Southerly line of the Evergreen Highway which is South 1257 feet and west 38.93 feet from the common corner of sections 15, 16, 21 and 22, in township 2 north of range 7, East of the Willamette Meridian, and running thence north 81 degrees 00' West, along said highway, 850 feet; thence north 79 degrees 51' West, along said highway, 350 feet to a point which is the true point of beginning of the tract herein described; and running thence north 79 degrees 51' West, along said highway, 50 feet; thence south 10 degrees 09' West 100 feet; thence south 79 degrees 51' East 50 feet; and thence north 10 degrees 09' East 100 feet to the place of beginning, said tract being designated as lot 16 in Block 4, of the unrecorded plat of the Town of North Bonneville, Skamania County, Washington; together with all appurtenances and buildings thereon;

And the said parties of the first part do further bargain and sell unto the said party of the second part the following described goods and chattels, to-wit:

All of the furniture, fixtures and equipment located in, or that may in the future, during the continuance of this instrument, be located in, the building known as Barney's, situated on the above described real estate;

To Have and To Hold, the premises, buildings and chattels aforesaid, with all and singular, the rights, privileges, appurtenances, immunities and equities thereunto belonging, or in anywise appertaining unto the said parties of the second part, and unto their heirs and assigns forever, the said Barney B. Perlman and Trudie Perlman, husband and wife, hereby covenanting that they are lawfully seized of an indefeasible estate, in fee, in the premises herein conveyed, that they have good right to convey the same; that the said premises are free and clear of any incumbrance done or suffered by them or those under whom they claim; with the exception of a certain unpaid balance on the contract to buy the said real estate, and certain unpaid contracts on the furniture, furnishings and equipment, such as they may appear; and that they will WARRANT and DEFEND the title to the said premises and chattels unto the said party of the second part, and unto his heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

This Conveyance is intended as a mortgage to secure the payment of a certain promissory note made and delivered by the parties of the first part, payable to the order of the party of the second part, in the principal sum of Four Thousand Dollars (\$4,000.00), bearing interest at the rate of six per centum per annum, and payable one year after the date of this instrument.

Now, if the conditions of the above obligation are well and truly paid, then these presents shall be void, if such payment be made according to the tenor and effect thereof; but in case default be made in the payment of the principal or interest as therein provided, then the said party of the second part, his 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 said principal and interest, together with the costs and charges of making such sale, and 10 per cent for attorney's fees; and the