

MORTGAGE RECORD T  
SKAMANIA COUNTY, WASHINGTON

357

Given under my hand and Official Seal, the day and year last above written.

(Notarial seal affixed)

A. Burnham  
Notary public for the State of Washington  
Residing at Vancouver, therein.

Filed for record September 10, 1934 at 11:15 A.M. by Clark County Abstract Co.

*Mabel J. Asse*  
Skamania Co. Clerk-Auditor.

#19878

John Tol et ux Myrtle Attwell

This Indenture, made this 11th day of September in the year of our Lord one thousand nine hundred and Thirty-four between John Tol and LaRena Tol, his wife, parties of the first part, and Myrtle Attwell party of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Fifteen Hundred 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 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 George W. Johnson Donation Land Claim No. 38 lying in Section 20Tp. 2 N. R. 7 E. W. M. excepting therefrom the following;

Right-of-way of the Spokane, Portland and Seattle Railway Company; State Highway No 8;

That tract of land conveyed to R. V. Carpenter as described in conveyance recorded at page 439 Book "S" of Deeds, records of Skamania County, Washington; and subject to right-of-way- granted to the Northwestern Electric Company, a corporation, for pole or tower lines thereover. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

This conveyance is intended as a Mortgage to secure the payment of Fifteen Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of Per cent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date September 11th 1934, made by parties of the first part payable two years (with privilege of paying upon principal at any interest paying date) 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 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 her heirs, executors, administrators or assigns shall have the right to have included in the judgement which may be recovered a reasonable sum 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 her heirs, executors, administrators and 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 any part thereof.

Satisfied  
Bk U  
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