

MORTGAGE RECORD T

SKAMANIA COUNTY, WASHINGTON

(Notarial seal affixed)

Frank G. Dick
Notary Public for Oregon. My commis-
sion expires April 22, 1939.

Filed for record June 21, 1935 at 2-05 p.m. by Grantee.

Mabel J. Osse
Skamania Co. Clerk-Auditor.

#20940

Gustaf Fresk et al to J. W. Shipley.

THIS INDENTURE, Made this 2nd day of July in the year of our Lord one thousand nine hundred and thirty-five. BETWEEN Gustaf Fresk, a widower, and Sigrid Kristina Fresk, a single woman, parties of the first part, and J. W. Shipley party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Thousand and 00/100 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 present, Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to his heirs and assigns, the following described tracts or parcels of land, lying and being in the County of Skamania, and State of Washington, and particularly bounded and described as follows, to-wit:

Commencing at the NW corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 11, Tp. 3 N of Range 9 East of the Willamette Meridian, and running thence East 213.3 feet; thence South 39° 53' East 228 feet; thence South 51° 00' East 400 feet; thence South on division line of the forty to center line of the quarter Section; thence West 665 feet; thence North on division line to place of beginning, containing 17.03 acres, more or less.

Also: The N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 11, in Tp. 3 North of Range 9 East of the Willamette Meridian, containing 5 acres, more or less.

Also: The East half of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, Township 3 North of Range 9 East of the Willamette Meridian, containing 5 acres, more or less.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of One Thousand and 00/100 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 July 2, 1935, made by parties of first part payable in installments of \$50.00 or more payable on or before the 10th of each month commencing October 10th, 1935, to the order of J. W. Shipley 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 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, his heirs, executors, administrators or assigns shall have the right to have included in the judgment 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, his heirs, executors, administrators and assigns may be obliged to make for his 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

Div satisfaction see page 460 Book
"T" of Mtgs. filed July 15, 1935
Mabel J. Osse, Co. Auditor