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SKAMANIA COUNTY, WASHINGTON

Filed for record July 16, 1935 at 11:00 a.m. by Grantor.

Mald D'asse. Skamania do. Clerk-Auditor.

#21016

JOHNSON-COX COMPANY, PRINTERS, TACOMA- 42956

C. W. Gordier et ux to Heinrich Kapp

This Indenture, made this 8th day of July, in the year of our Lord one thousand nine hundred and thirty-three between Clifford W. Cordier and ______ parties of the first part, and Heinrich Kapp, party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two Hundred (\$200.) 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 WARRAND unto the said party of the second part, and to his hears and assigns, The following described tract or parcel of land, lying and being in the County of Skemania and State of Washington, and particularly bounded and described as follows, to wit:

Beginning at a point from which the corner to sections 14, 15, 22 & 23, township 3 N. Range 10 E. of W.M. bears N. 89 degrees 48 minutes E. 1327.6 feet distant, said point being the middle of the S. line of the S. E. quarter of Sec. 15 aforesaid; thence northward 660 feet along the line common to the SW quarter and SE quarter of the SE quarter of said sec. 15; thence westward 198 feet on a line parallel to the S. line of of said quarter sec.; thence eastward 198 feet to the point of beginning; said tract containing three acres, more or less, saving and excepting from the above tract a strip of land seven & one half feet in width along the E said tract reserved for road.

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 Hundred (\$200) Dollars, lawful money of the United States, together with interest thereon at the rate of six per cent. per annum from date until paid according to the terms and conditions of a certain promissory note, bearing date of July 8th, 1933, made by the parties of the first part hereto, payable on or before the first day January nineteen hundred and thirty-five (1935) after date to the order of Heinrich Kapp, 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 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, the sum of § reasonable amt. 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 own 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 \$500. payable to the party of the second part as his interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, his heirs, executors, administrators or assigns shall be entitled to have entered in such

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