

MORTGAGE RECORD T

SKAMANIA COUNTY, WASHINGTON

ceipt whereof is hereby acknowledged, has BARGAINED, SOLD and CONVEYED and by these presents does Bargain, Sell and Convey unto Lovinia Martin party of the second part, the following described premises, to-wit:

All of that portion of the southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of section 23 Township 4 North Range 7 East Will. Mer. lying west of the center line of Wind River containing approximately 16 acres more or less all within the County of Skamania State of Wash.

Together with tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To Have and To Hold the same, with the appurtenances, unto the said Lovinia Martin her heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Nine hundred (900) Dollars in accordance with the tenor of a certain instrument of writing, of which the following is a substantial copy; to-wit:

"900.00

Portland, Ore. Aug. 16th, 1935.

Three years or before after date, without grace I promise to pay to the order of Lovinia Martin at Portland, Ore. Nine hundred (900) Dollars in lawful money of the United States of America, of the present standard value, with interest thereon in like lawful money, at the rate of 7 per cent. per annum from above date until paid, for value received. Interest to be paid annually and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay in addition to the costs and disbursements provided by statute, such additional sum in like lawful money, as the court may adjudge reasonable, for attorney's fees to be allowed in said suit or action.

No. _____

Rudolph C. Walter"

Now, if the sums of money due upon said instrument shall be paid according to agreement therein, expressed, this conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said Lovinia Martin and her legal representatives may sell the premises above described, with all and every of the appurtenances, or any part thereof, in the manner prescribed law, and out of the money arising from such sale, retain the said principal and interest, together with the costs and charges of making such sale, and a reasonable sum as attorney's fees, and the overplus, if any there be, pay over to the said Rudolph C. Walter his heirs or assigns and the said party of the first part, for his heirs, executors and administrators does covenant and agree to pay the said party of the second part, her executors, administrators or assigns \$900.00 the said sum of money as above mentioned.

Witness my hand and seal this 16th day of August, A. D. 1935.

Done in the presence of
F. I. Mitcheltree

Rudolph C. Walter (seal)

STATE OF OREGON }
COUNTY OF MULTNOMAH } ss

Be it remembered, That on this 16th day of August, A. D. 1935, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Rudolph C. Walter who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial seal affixed)

F. I. Mitcheltree
Notary Public for Oregon. My commission expires Sept. 18, 1935.

Filed for record August 16, 1935 at 2-13 p.m. by Grantee.

Mahlgut
Skamania Co. Clerk-Auditor.

Satisfied
BK V
Pg 545