SKAMANIA COUNTY, WASHINGTON

Dietderich and E. Estelle Dietderich, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

(Notarial seal affixed)

Raymond C. Sly
Notary Public in and for the State of
Washington, residing at Stevenson.
My commission expires Jan. 31, 1939.

Filed for record September 23, 1935 at 11-00 a.m. by Grantor.

Skamania County Clerk-Auditor.

#21331

JOHNSON-COX COMPANY, PRINTERS, TACOMA- 42956

Gunner Johnson to Bank of Stevenson

This Indenture, made this 23rd day of September in the year of our Lord One Thousand nine hundred and thirty-five between Gunnar Johnson, party of the first part, and Bank of Stevenson, a corporation, party of the second part;

Witnesseth, That the said party of the first part, for and in consideration of the sum of Two Hundred and fifty and no/100 Dollars, lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, GRANT, BARGAIN, SELL, CONVEY and WARRANT unto the said party of the second part, and to its 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:

Commencing at a point 10 chains east of the intersection of the West boundary of the Joseph Robbins D. L. C. With the south boundary of section 27, Tp. 3 N. R. 8 East of W.M., and running thence northerly and parallel to the west boundary of the Robbins D. L. C. 9.66 chains; thence easterly and parallel to the South boundary of section 27 ten chains; thence southerly 9.66 chains to the said south boundary of section 27 and thence westerly along the south boundary of section 27 to the point of beginning, said described tract containing 9.66 acres more or less.

Subject however, to all existing rights of way heretofore granted to S. P. & S. Ry. Co., for railway purposes and subject further to all existing rights of way over and across the same for county road purposes and for State highway purposes.

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

This conveyance is intended as a mortgage to secure thepayment of Two Hundred and Fifty and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 8 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date September 23, 1935, made by Gunnar Johnson payable six months after date to the order of Bank of Stevenson 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, its 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, its heirs, executors administrators or assigns shall have the right to have included in the judgment which may

mye page 363 lited 4-1