

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

(Notarial seal affixed)

L. J. Moody
Notary Public in and for the
State of Washington, Residing
at Washougal.

Filed for record November 7, 1935 at 3-10 p.m. by Grantee.

Mabel J. Moody
Skamania County, Clerk-Auditor.

#21556

G. C. Chesser et ux to J. W. Shipley

THIS INDENTURE, Made this 19th day of November in the year of our Lord one thousand nine hundred and thirty-five,

BETWEEN G. C. Chesser and Nannie Chesser, his wife, 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 hundred and fifty 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 his 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:

Beginning at a point 660 ft. West of the center of Sec. 36, Tp. 3 N. R. 7, E. W.M., running thence S 942 feet to the North side of Rock Creek Hot Springs Road; thence along the North side of said Rock Creek Hot Springs Road as follows: South 33° 50' East 246 feet; thence South 42° 10' East 130 feet; thence South 60° 25' East 190 feet; thence North 11° 19' W 50 feet; thence South 78° 41' W 50 feet; thence North 11° 19' W 125 feet; thence North 78° 41' E 50 feet; thence North 11° 19' W 150 feet; thence West 106.3 feet; thence North 109.4 feet to the NW corner of that tract of land conveyed to Ila I. Graybeal by deed recorded at page 561 Book "X" of Deeds; thence East 100 feet; thence North 816 feet, more or less, to the South side of the Gropper Road; thence westerly along the South side of Gropper Road to the point of beginning.

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 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 November 19, 1935, made by parties of the first part, payable on or before one year after date 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.

In case of the foreclosure of this mortgage, the party of the second part, his heirs,