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north 58° 38' E 4.71 chains; thence north 58° 16' E 2.02 chains; thence 81.2' from which brs. rock 6" x 12" x 18" south 63° E MK.M.T. Dist. 20.4'; thence north 56° 15' E 2. chains; thence north 61° 18' E 1.87 chains from which brs. a fir 36" S 4 E MK. T. M. B. T. 25 lks. dist. from which brs. a fir 36" S 82° 35' W. MKD. T.M. B.T. 57 lks. dist.; thence south 87° 3' E 9 chains to a rock 6" x 12" x 12" from which brs. a fir 36" north 88° 10' E. MKD. T. M. B. T. 174 lks. from which brs. fir 40" W.MKD. T.M.B.T. 112 lks., rock marked T. on N.M. on S. side X on top for corner to fract. piece; thence north 1.77 chains to a rock 9" x 6" x 12" marked X on top for N.E. corner; thence W 20 chains to line between sections two (2) and three (3) T. 1 N. R. 5 E. W.M.; thence S 12.87 chains to a point of beginning, being a fractional part of the southwest ¼ of N.W. ¼ of sec. 2, T. 1 N. R. 5 E. W.M., containing 7¼ acres, more or less in Skamania County, Wash., it being understood and agreed that the said James H. Miller et ux E.M.H. have the right to lay any and all water pipes that they may desire in and over said land to said spring above mentioned and repair the same.

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

THIS CONVEYANCE is intended as a Mortgage to secure the payment of Six Hundred and no/100 Dollars, lawful money of the United States, together with interest thereon at the r 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 4, 1935, made by Monsuetti Tavelli, payable on or before 8 months after date to the order of Julia Di Angelo, 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, her 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, her heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, such sum as the Court may adjudge reasonable 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, her heirs, executors, administrators and assigns may be obliged to make for her 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, her heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Mansuetti Tavelli (Seal)

State of Washington,)
)ss.
County of Skamania.)

On this day personally appeared before me Monsuetti Tavelli, a widower, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my and official seal this 16th day of December, A.D., 1935.

Raymond C. Sly
Notary Public in and for the State of Washington, residing at Stevenson.

(Notarial seal affixed)

Unofficial Copy