

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

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Commencing at a point on the south line of State Road No. 8 2000 feet east and 141 feet south of the NW corner of sec. 12 tp. 1 N. R 5 E. W.M.; thence north 57 deg. 20' east along the south line of said highway 1000 feet to the NE corner of that tract of land conveyed to Ernest W. Dawes and Lottie K. Dawes, his wife by Robert C. Prindle and Louise A. Prindle, his wife, as described in deed recorded at page 570 Book "V" of Deeds, records of Skamania County, Washington, which said point is the point of beginning of the tract hereby conveyed; thence south 57 deg. 20' west along said highway a distance of 150 feet; thence south to the north line of the S. P. & S. railway right-of-way; thence easterly along the north line of said railroad right-of-way to a point due south of the place of beginning; thence north 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 Two Hundred and Fifty and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 6 per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date August 16, 1937, made by Ellis W. McChesney and Luella McChesney payable on or before one year after date to the order of Frank Konopski 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 WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Ellis W. McChesney (Seal)

Luella McChesney (Seal)

STATE OF WASHINGTON,)
) ss.
County of Skamania.)

I, Raymond C. Sly, a Notary Public in and for the said State do hereby certify that on this 16th day of August, 1937, personally appeared before me Ellis W. McChesney and Luella McChesney, his 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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

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

Filed for record August 16, 1937 at 11-50 a.m. by Grantee.

Mabel J. Jasse
Skamania County, Clerk-Auditor.