

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

311

State of Oregon, the following described premises situated in Skamania County, State of Washington, to-wit:

The Northwest Quarter (N.W.¼,) of the Northwest Quarter (N.W.¼.) of Section Thirty-three (33) Township Two (2) North of Range Six (6) East of Willamette Meridian. Containing forty acres more or less.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in any-wise appertaining. To have and to hold the same with the appurtenances, unto the said Gus Eklin or Tillie Eklin their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars (\$400.00) in accordance with the terms of a certain promissory note of which the following is substantially a copy, to-wit:

\$400.00.

Portland, Oregon. April 1st, 1938

Nine months after date, for value received, We promise to pay to the order of Gus Eklin and or Tillie Eklin. at Portland, Oregon. Four hundred DOLLARS, in lawful money of the United States of America, with interest thereon in like lawful money at the rate of eight per cent: per annum, from above date until paid. Interest to paid Quarterly, 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, We 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.

Nelson A. Gerttula
Geneva Gerttula

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said Gus Eklin or Tillie Eklin and their legal representatives, or assigns may fore-close the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the over-plus, if there be any, pay over to the said Nelson A. Gerttula or Genva Gerttula their heirs or assigns.

Witness our hand and seal this 1st, day of April A. D., 1938.

Done in the Presence of

Nelson A. Gerttula (Seal)
Geneva Gerttula (Seal)

STATE OF OREGON)
) ss.
County of Multnomah)

THIS IS TO CERTIFY, that on this 1st, day of April A. D. 1938 before me, the under-signed, Notary Public in and for said County and State, personally appeared the within named Nelson A. Gerttula and Genva Gerttula who are known to me to be the identical persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(Notarial Seal Affixed)

H. H. Staub
Notary Public for Oregon.
My Commission Expires May 15, 1938

See record on page 351 Book 4
N. of M. P. Nelson A. Gerttula & Geneva Gerttula
Skamania Co. Auditor