

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

I, Raymond C. Sly, a Notary Public in and for the said State, do hereby certify that on this 27th day of June 1938 personally appeared before me Catharine Wright and R. M. Wright, wife and husband to me known to be the individual_ 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 June 30, 1938 at 1-15 p.m. by Grantee.

Mahel J. Jones
Skamania County Clerk-Auditor

#26101

W. R. Ward, et ux to Portland Lumber Mills

THIS INDENTURE, Made this 24th day of January, A.D. 1938, between W. R. Ward and Edna H. Ward, husband and wife, the parties of the first part, and Portland Lumber Mills, an Oregon corporation, the party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of THREE HUNDRED FIFTY (\$350.00) DOLLARS, lawful money of the United States, to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington, to-wit:

All of lot thirty (30) in Washougal Riverside Tracts, situated in Section 6, Township 1 North, Range 5 East, in Skamania County, Washington, comprising approximately one (1) and one-quarter ($\frac{1}{4}$) acres of land, as shown by the duly recorded plats thereof Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE is intended as a MORTGAGE, to secure the payment of Three Hundred Fifty (\$350.00) Dollars, lawful money of the United States, together with interest thereon in like lawful money at the rate of six (6%) per cent. per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date January 24, 1938, made by W. R. Ward and Edna H. Ward, husband and wife, payable on or before one (1) year after date to the order of Portland Lumber Mills, an Oregon corporation, 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 successors and assigns may foreclose this mortgage and sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from from such sale, retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part, its successors or assigns, to include in the judgment that may be recovered a reasonable sum for attorney's fees in such case; and in case of settlement or payment being made