

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

THIS IS TO CERTIFY that before me the undersigned Notary Public, on this 18th day of June, 1938, personally came Lilian E. Harper, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her own 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 date in this certificate first above written.

(Notarial seal affixed)

D. Elwood Caples  
Notary Public in and for the  
State of Washington, residing  
at Vancouver, therein.

Filed for record July 18, 1938 at 8-00 a.m. by D. Elwood Caples.

*Mabel J. Case*  
Skamania County, Clerk-Auditor.

#26216

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

THIS INDENTURE, Made this 24th day of June, A.D. 1938, between W. R. Ward and Edna H. Ward, husband and wife, the parties of the first part, and PORTLAND LUMBER MILLS, and 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, and 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 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 after suit has been commenced, and before the final decree has been entered therein, an attorney's fee of Twenty

*Satisfied*  
*BK U*  
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