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**MORTGAGE RECORD U**  
**SKAMANIA COUNTY, WASHINGTON**

Filed for record August 1, 1938 at 8-40 a.m. by Grantee.

*Mabel Foster.*  
Skamania County, Clerk-Auditor.

#26276

Ella C. Pedersen to Tony Chimento

THIS INDENTURE, Made this 2nd day of August in the year of our Lord one thousand nine hundred and thirty-eight, BETWEEN Ella C. Pedersen, dealing with her separate property party of the first part, and Tony Chimento party of the second part:

WITNESSETH, That the said party of the first part for and in consideration of the sum of Seventy-five and 00/100 Dollars, lawful money of the United States, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Warrant unto the said party of the second part, and to his heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington, and particularly bounded and described as follows, to-wit:

Commencing at the  $\frac{1}{4}$  corner on the east line of sec. 26 tp 2 N R 6 E.W.M., thence westerly along the center line of said sec 26 a distance of 550 feet to a stake 3" square from which a fir tree 4' in diameter bears S 45° E 3 feet distant marked "P", thence south 200 feet to the northerly line of the Kuffler road, (witness a maple tree 14 inches in diameter marked "P", thence following the northerly and easterly line of the said Kuffler road in a southeasterly direction 365 feet, more or less, to intersection with the northerly line of the State Highway No. 8, thence in a northeasterly direction along the northerly line of said State Highway No. 8 to intersection with the east line of said section 26, thence north along said easterly line of section 26 to place of beginning. Excepting two tracts conveyed to State of Washington, recorded at page 432 Book Y of Deeds, and page 548 Book Z of Deeds, respectively, records of Skamania County, Wash.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Seventy-five and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 8 per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date August 2, 1938, made by the party of the first part hereto, payable on or before February 2, 1939. after date to the order of Tony Chimento 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.

The party of the first part agrees to keep the property insured in the sum of \$500.00, payable to the party of the second part as his interests may appear.

In case of the foreclosure of this mortgage, the party of the second part, his heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure

Satisfied  
BK ✓  
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