

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

Lot number four (4) of the "Oregon Lumber Company's" Subdivision of part of Section fourteen (14) in Township three (3) North of Range nine (9) East of Willamette Meridian, containing 21 acres more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging.

THIS CONVEYANCE is intended as a Mortgage, to secure the payment of Twelve hundred and no/100 Dollars, lawful money of the United States, together with interest thereon in like lawful money 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 1st date June 1938. Made by Edward J. Miller payable in installments of \$200.00 payable annually on the first day of June, commencing June 1st, 1939., to the order of Benjamin E. Cleveland 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 executors, administrators and assigns, are hereby empowered to 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, to 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 party of the first part his heirs or assigns. And in any suit or other proceeding 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, his heirs, executors administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum a reasonable sum Dollars, in lawful money or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered thereon, an attorney's fee of a reasonable sum in lawful money, shall be taxed as part of the costs in such suit as well as all payments that the said party of the second part, his heirs, executors, administrators or assigns may be obliged to make for him 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 TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Edward J. Miller (Seal)

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

I, M. W. Beck, a Notary Public in and for the State of Washington, do hereby certify that on this 1st day of June, A.D. 1938, personally appeared before me, Edward J. Miller to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal, this 1st day of June, A.D. 1938.

(Notarial seal affixed)

M. W. Beck  
Notary Public. Residing at  
Stevenson, Washington.

Filed for record September 19, 1938 at 10-15 a.m. by Grantee.

*M. W. Beck*  
Skamania County, Clerk-Auditor