

MORTGAGE RECORD U  
SKAMANIA COUNTY, WASHINGTON

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.

In Witness Whereof, I have hereunto set my hand and official seal on the day above written.

(Notarial seal affixed)

A. E. (not legible)  
Notary Public in and for the State of  
Calif. residing at Kern in said  
County. My commission expires January  
18, 1942.

Filed for record March 15, 1939 at 9-45 a.m. by Grantee.

*Mabel J. Jasse*  
Skamania County Auditor.

#27110 Geo. W. Benson et ux to Robt. C. Prindle.

This Indenture, made this 8th day of March in the year of our Lord one thousand nine hundred and thirty-nine between George Benson and Edna Benson, husband and wife, parties of the first part, and Robt. C. Prindle party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Four Hundred and 00/100 Dollars, lawful money of the United States, to them 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 \_\_\_\_\_ and State of Washington, and particularly bounded and described as follows, to-wit:

A tract of fifty (50) acres in the Southwest corner of the Northeast Quarter of Section 31 in Township 2 North of Range 5 East of the Willamette Meridian, said tract being 110 rods long (east and west) and about 73 rods wide (north & south).  
together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

This Conveyance is intended as a mortgage to secure the payment of Four Hundred and 00/100 Dollars, lawful money of the United States, together with interest thereon at the rate of 7 per cent. per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date March 9, 1939, made by the parties of the first part hereto, payable on or before one year after date to the order of Robt. C. Prindle 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 as attorney's fees, to be taxed as part of the costs in such suit as well as all payments which said part 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 parties of the first part agree to keep the property insured in the sum of

if the above described property is not sold by the 15th day of March 1940 the same shall be sold by the Auditor of Skamania County and the proceeds thereof shall be paid to the parties of the first part and the same shall be discharged.

*Robt C Prindle*  
*Mabel J Jasse*  
Auditor