

MORTGAGE RECORD U  
SKAMANIA COUNTY, WASHINGTON

Book 11 Page 588  
Partially Recorded  
Not 3-1939  
made by John Audlin

Witnesseth, That the said party of the first part, for and in consideration of the sum of seven hundred twelve and 21/100 dollars, lawful money of the United States, to him 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 unto his heirs and assigns, the following described tract of land, lying and being in the County of Skamania and State of Washington, and particularly described as follows, to-wit:

Lot #6; and that portion of NE $\frac{1}{4}$  of SW $\frac{1}{4}$  lying west of Panther Creek, and also West of Bear Creek Road; and that portion of SE $\frac{1}{4}$  of SW $\frac{1}{4}$  lying between Bear Creek Road on the East and Wind River Road on the West; all in Section 6 T. 3 N. R. 8 E Willamette Meridian,

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

This Conveyance is intended as a mortgage to secure the payment of seven hundred twelve and 21/100 dollars together with interest at the rate of six (6) percent from date until paid, according to the terms and conditions of a certain promissory note, bearing date April 1 1939 made by Charles F. Nelson payable on or before five years after date to the order of J. C. Price, and these presents shall be void if 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 and 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 proceedings 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, the ~~sum~~ of seventy five dollars as Attorneys 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 him or their security by insurance or on account of taxes, charges or incumbrances or assessments whatsoever on the said premises or any part thereof.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Charles F. Nelson

STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss

I, V. W. Harshbarger, a Notary Public for said State do hereby certify that on this 12th day of April 1939, personally appeared Charles F. Nelson, a bachelor, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed 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 affixed my official seal the day and year in this certificate first above written.

(Notarial seal affixed)

V. W. Harshbarger  
Notary Public in and for the State  
Washington residing at Carson in  
said County.

Filed for record April 12, 1939 at 11-49 a.m. by Grantee.

*Mabel J. Rose*  
Skamania County Auditor.