

MORTGAGE RECORD U  
SKAMANIA COUNTY, WASHINGTON

the individuals described in and who executed the within instrument, and acknowledged to me that they signed the same as their 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 the day and year in this certificate first above written.

(Notarial seal affixed)

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

Filed for record July 10, 1939 at 4-40 p.m. by J. C. Price.

*Mabel J. Price*  
Skamania County Auditor.

#27620 Frank Eagle et ux to J. C. Price.

This Indenture, made this \_\_\_ day of May 1939 between Frank Eagle and Mary Eagle, his wife, party of the first part, and J. C. Price party of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of \$500.00, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL, and 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:

East half of Southwest quarter of Southeast quarter of section six township three North Range, Eight East of Willemette Meridian. E $\frac{1}{2}$  SW $\frac{1}{2}$  SE $\frac{1}{2}$  Sec. 6 T. 3 NR 8 E W.M.

This conveyance is intended as a mortgage to secure the payment of \$500.00 together with interest at the rate of 8% from date until paid, according to the terms and conditions of a certain promissory note, bearing date May 15, 1939 made by Frank and Mary Eagle payable on or before five years after date to the order of J. C. Price, and these presents shall be void if such payment be made according to the terms 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 the second part, his heirs, executors 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 said suit, as well as all payments which said party of the second part, his heirs, 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 par\_ thereof.

In Witness Whereof, the said party of the first part has hereunto set their hands and seals thae day and year first above written.

(Seal of V.W.Harshbarger affixed)

Frank Eagle  
Mary Eagle

STATE OF WASHINGTON )  
                                  ) sss  
COUNTY OF SKAMANIA )

I, V. W. Harshbarger a Notary Public for said State do hereby certify that on this

I do not cancel this mortgage this day of March 1944 because some amount has been paid and discharge of