

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

27 day of May 1939 personally appeared Frank Eagle and Mary Eagle to me known to be 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.

#27621

T. W. Runnels et ux to J. C. Price.

This Indenture made this 24th day of May 1939 between T. W. Runnels and Josephine Runnels his wife parties of the first part, and J. C. Price, party of the second part;

Witnesseth, That the said party of the first part for and in consideration of the sum of \$600.00 lawful money of the U. S. A. 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, and CONVEY and WARRANT unto the said party of the second part, and unto his heirs and assigns, the following described real estate, lying and being in the county of Skamania and State of Washington, and particularly described as follows, to-wit:

$S\frac{1}{2}$ of $NW\frac{1}{4}$ of $SE\frac{1}{4}$ and -- $W\frac{1}{2}$ of $SW\frac{1}{4}$ of $SE\frac{1}{4}$ all in Sec. 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 Six hundred dollars (\$600.00) together with interest at the rate of eight per cent per annum until paid, according to the terms of a certain promissory note, bearing date May 20th made by T. W. Runnels and Josephine Runnels payable on or before five years from date to the order of J. C. Price, 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 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 and 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, 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, said parties of the first part have hereunto set their hand and seals the day and year first above written.