

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

be the vice-president of the corporation that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, the day and year first above written.

(Notarial seal affixed)

Raymond C. Sly
Notary Public for Washington
residing at Stevenson therein.

Filed for record May 17, 1937 at 4-15 p.m. by Raymond C. Sly.

Mabel J. Sly
Skamania County, Clerk-Auditor.

#24091

Harry J. Card et ux to Herbert M. Ziegler et ux

THIS INDENTURE, Made this 17th day of May, 1937, between Harry J. Card and Margaret J. Card, husband and wife, parties of the first part and Herbert M. Ziegler and Isabelle H. Ziegler, husband and wife, parties of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Six Thousand One Hundred and no/100 Dollars, lawful money of the United States, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Warrant unto the said parties of the second part, and to their heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania And State of Washington, and particularly bounded and described as follows, to-wit:

The E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ all in Section 21, Township 3 North, Range 10 E. W.M., save and except therefrom the right of way for County road. Said tract containing 40 acres, more or less.

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

\$6100.00

Stevenson, Wash., May 17, 1937

In annual installments of \$500.00 each, payable on the 1st day of February commencing February 1st, 1943, (final installment \$600.00), after date, for value received, we jointly and severally promise to pay to Herbert M. Ziegler and Isabelle H. Ziegler or order at Bank of Stevenson, Stevenson, Wash., Six Thousand One Hundred and no/100 Dollars with interest thereon at the rate of 5% per annum for February 1, 1937 to February 1, 1938 and at the rate of 6% per annum thereafter, payable annually upon unpaid balances, and if not so paid the whole sum of both principal and interest to become due and collectible at the option of the Holder of this note. For value received each and every party signing or endorsing this note hereby waives presentment, demand, protest and notice of non-payment thereof, binds himself thereon as principal, not as a surety, and promises in case suit is instituted to collect the same or any portion thereof, to pay such sum as the court may adjudge reasonable as attorney's fees in such suit or action.

HARRY J. CARD
MARGARET J. CARD

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 parties of the second part, their 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 parties of the second part, their heirs, executors, administrators or assigns shall have the right to have included in the judgment,

Satisfactions recorded, Jan. 14, 1938 in Book W. of Missions, p. 1801