

STATE OF WASHINGTON)
County of Skamania) ss.

I, Jos. Gregorius, a Notary Public in and for said State, do hereby certify that on this 29 day of October, 1940, personally appeared before me Sam Andrews, to me known to be the individual described in and who executed the within instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed; for the uses and purposes therein mentioned.

Given under my hand and seal the day and year in this certificate first above written.

(Notarial seal affixed)

Jos. Gregorius

Notary Public for Washington
residing at Carson therein.

Filed for record October 29, 1940 at 2-15 o'clock p.m. by Raymond C. Sly.

Mabel J. Jasse
Skamania County Auditor.

#29545

Joseph Szydlo et ux to William Schuette

THIS INDENTURE, Made this 29th day of October in the year of our Lord one thousand nine hundred and forty BETWEEN Joseph Szydlo and Lorene Szydlo, husband and wife, and William Schuette party of the first part, and William Schuette party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TWO HUNDRED NINETY 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 Skamania, and State of Washington, and particularly bounded and described as follows, to-wit:

The South Half of the Northwest Quarter of the Southwest Quarter of Section Twenty-three (23) in Township Four (4) North of Range Seven (7) East of the Willamette Meridian.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of TWO HUNDRED NINETY and 00/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of 5 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date October 29, 1940, made by Joseph Szydlo and Lorene Szydlo payable on or before five years after date to the order of William Schuette 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 attorney's 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 his or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said prem-

Satisfied
BK W
Pg 135