MORTGAGE RECORD—V

SKAMANIA COUNTY, WASHINGTON

in behalf of said Corporation by authority of its Board of Directors, and said H. F. Puariea and C. O. Fenlason acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this, the day and year first in this, my certificate, written.

R. M. Anderson

(Notarial seal affixed)

Notary Public in and for said County and State My commission expires: 3-22-42

Filed for record November 26, 1940 at 8-30 o'clock a.m. by Grantee.

Malel Dasse Skamania County Auditor.

#29689

Ella C. Pedersen et vir to Tony Chimento

This Indenture, Made this 26th day of September in theyear of our Lord one thousand nine hundred and forty between Elia C. Pedersen, and A. Pedersen, her husband parties of the first part, and Tony Chimento party of the second part:

Witnesseth. The the said parties of the first part, for and in consideration of the sum of Two hundred seventy five and no/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:

Commencing at the troomer on the east line of sec. 26 tp. 2 N R 6 E.W.M., thence westerly along the center line of said sec. 26 a distance of 550 feet to a stake 3" square from which a fir tree 4" in diameter bears S 45° E 3 feet marked "P", thence south 200 feet to the northerly line of the Kuffler road (witness a maple tree 14" in diameter marked "P"), thence following the northerly and easterly line of said Kuffler Road in a southeasterly direction 365 feet, more or less, to intersection with the northerly line of State Highway No. 8, thence in a northeasterly direction along the northerly line of said State Highway to intersection with the east line of said sec. 26, thence north along section line to the place of beginning. EXCEPTING two tracts conveyed to the State of Washington by deeds recorded at page 432 Book Y of Deeds and page 548 Book Z of Deeds respectively, records of Skamania County, Washington.

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 seventy five and no/100 Dollars, lawful money of the United States, together with interest thereon at the rate of eight per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date September 26th, 1940, made by Ella C. Pedersen and A. Pedersen, payable on or before July 1st 1941 after date to the order of Tony Chimento 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 part of the second part, his heirs, executors,

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