

of Glenwood, Wash., 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.

WITNESS My hand and official seal, the day and year in this certificate first above written.

(Notarial seal affixed)

R. M. Wright

Notary Public in and for the State of Washington, residing at Stevenson, Wash.

Filed for record August 2, 1941 at 11-10 a.m. by Clarence Grenia.

Mabel J. Sasser
Skamania County Auditor. 12

#30669

Kingsley F. Marks et ux to Bank of Stevenson.

THIS INDENTURE, Made this 3 day of Aug, ¹⁹⁴¹ in the year of our Lord one thousand nine hundred and forty-one BETWEEN Kingsley F. Marks and Helen E. Marks, husband and wife, parties of the first part, and Bank of Stevenson, a corporation, Party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Three Hundred and 70/100 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 its successors 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 a point 225 feet South of the Northeast corner of Lot 2 of Ignaz Wachter Sub-division of part of the West half of the Northwest Quarter, Section 36, Township 3 North, Range 7 E. W. M. as shown by the plat of said sub-division filed on page 30 Plat Book "A" records of Skamania County, Washington, in the office of the County Auditor of said County and State, thence West 387.2 feet, thence South to the South line of said Lot 2, thence East along the South line of said lot to the Southeast corner thereof, thence in a northerly direction following the easterly line of said Lot 2 to the point of beginning.

Excepting that portion acquired by United States of America for Bonneville Transmission Line.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of Three Hundred and 70/100 DOLLARS, lawful money of the United States, together with interest thereon delinquent installments at the rate of 8 per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date _____, 1941, made by Kingsley F. Marks and Helen E. Marks payable in monthly installments of \$31.00 each after date to the order of Bank of Stevenson 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, its successors 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, its successors 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, its successors and assigns may be obliged to make for its or their security by insurance or on account of any taxes, charges,

Satisfied

Bx W
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