

and year first above written.

(Notarial seal affixed)

Raymond C. Sly

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

Filed for record December 1, 1941 at 11-15 o'clock a.m. by Grace A. Hendry.

Mabel J. Rose
Skamania County Auditor.

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Albert Aalvik et ux to James Petersen et ux.

THIS INDENTURE, Made this 12th day of November in the year of our Lord one thousand nine hundred and forty-one BETWEEN Albert Aalvik and Lucille Aalvik, husband and wife, parties of the first part, and James Petersen and Ethel B. Petersen, 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 ONE THOUSAND ONE HUNDRED EIGHTY-TWO and 00/100 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 tracts or parcels of land, lying and being in the County of Skamania, and State of Washington, and particularly bounded and described as follows, to-wit:

Parcel No. 1: The East half of the Northeast Quarter of the Northeast Quarter of Section Thirty-six (36) in Township Three (3) North of Range Seven (7) East of the Willamette Meridian, the acreage hereby conveyed being 36.4 more or less.

Parcel No. 2: Lots numbered Nine (9) and Four (4) in Section Thirty-six (36) Township Three (3) North of Range Seven and One Half (7½) East of the Willamette Meridian, with the exception of 15.6 acres therefrom heretofore sold and described in deeds recorded at pages 103, 411 and 620 of Book "N" of Deeds, and Page 269 Book "O" of Deeds, records of Skamania County, Wash.

Excepting from Parcel No. 2 that portion thereof lying South of a line running due East from a point which is South 900 feet from the section corner common to Sections 25 and 36 Township 3 North of Range 7 East of Willamette Meridian, and 20 foot access road thereto over Parcel No. 1.

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

THIS CONVEYANCE is intended as a MORTGAGE to secure the payment of ONE THOUSAND ONE HUNDRED EIGHTY-TWO and 00/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of 6 per cent per annum from date until paid, according to the terms and conditions of two certain promissory notes, bearing date November 12th, 1941, made by Albert Aalvik and Lucille Aalvik, payable 1. Principal \$900 in monthly installments of \$25.00 each. 2. \$282.00 payable December 1, 1942. after date to the order of James Petersen and Ethel B. Petersen 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 notes, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, or in case of failure to pay taxes and assessments before delinquency, 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 notes 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 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 parties of the second part, their heirs, execu-

Satisfied
Bx ✓
Pg 628