

and Wm. H. Ruettgers to me known to be the President and Secretary 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 they were 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)

Wm. A. Baz

Notary Public in and for the State of Washington, residing at Camas, in said County.

Filed for record December 5, 1941 at 1-26 o'clock p.m. by Troy L. Mansfield.

Mabel J. Daise
Skamania County Auditor.

#31141

Len Eagle et ux eto Dwight S. Parr, dba Parr Lumber Co.

THIS INDENTURE, Made this 5th day of December in the year of our Lord one thousand nine hundred and forty-one BETWEEN Len Eagle and Lula M. Eagle, husband and wife, parties of the first part, and Dwight S. Parr, dba Parr Lumber Company party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two Hundred Forty-four and 66/100 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 point of intersection of the center of Wolf Creek with the West line of Lot 10, Section 24 Twp. 3 N. R. -7½ East of W. M., thence South to the intersection of the West line of Lot 3 of said Section 25 with the center of Ivetot Road in a Northeasterly direction to the intersection of the North line of said Lot 3, thence East to the center of Wolf Creek, thence following the center of Wolf Creek in a Northwesterly direction to the point of beginning, containing 15 acres, more or less, said lands being in Lots 3 and 10 aforesaid.

It is understood that the right to cut and remove timber from said premises is reserved by the mortgagors, provided that a reasonable stumpage charge be made therefore to be collected at the time of removal and immediately paid to the mortgagee for credit hereon.

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 Forty-four and 66/100 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 one certain promissory note, bearing date December 5th, 1941, made by Len Eagle and Lula M. Eagle payable on or before May 1, 1942 after date to the order of Dwight S. Parr dba Parr Lumber Company 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, or in case of failure to pay taxes and assessments before delinquency, 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,