

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 he was 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 in this certificate first above written.

(Notarial seal affixed)

Raymond C. Sly  
Notary Public for Washington, residing at Stevenson therein.

Filed for record April 11, 1942 at 11-05 a.m. by Raymond C. Sly

Mabel J. Jasse  
Skamania County Auditor.

#31503

Clarence E. Davey to Bank of Stevenson

This Indenture, made this 13th day of April in the year of our Lord one thousand nine hundred and forty-two between Clarence E. Davey party 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 One Hundred Eight and 00/100 Dollars, lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does 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:

The interest of the mortgagor in and to the St. Martins Mineral Hot Springs, being an undivided 436/12,960 interest therein, described as follows:

The east half of the Southwest Quarter, the South half of the Southeast quarter, the Northeast quarter of the Southeast quarter, and the Southeast quarter of the Northeast quarter of Section 21, Township 3, North, Range 8 East of the Willamette Meridian.

Also the rents, issues and profits therefrom, including dividends payable by the Receiver of said property and the right to receive and apply the same to the indebtedness hereby secured.

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 Hundred Eight and 00/100 Dollars, lawful money of the United States, together with interest thereon after maturity 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 April 13, 1942, made by Clarence E. Davey payable on or before one year 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, or in case of failure to pay taxes and assessments before delinquency, 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