

instrument, and acknowledged to me that he executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal in said county of Contra Costa the day and year in this certificate first above written.

(Notarial seal affixed)

F. J. McLaughlin  
Notary Public in and for the County of Contra  
Costa State of California. My commission  
expires Sept. 24, 1944.

Filed for record April 3, 1945 at 9-00 a.m. by Grantee

Mahog J. Foster  
Skamania County Auditor.

#34005

Stacy H. Reeves, Sr. et ux to E. J. Miller

This Indenture, made this 6th day of April in the year of our Lord one thousand nine hundred and Forty-five between Stacy H. Reeves, Sr., and Floss L. Reeves, husband and wife, parties of the first part, and E. J. Miller party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two Thousand 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:

Tract number 4 and the east one half of Tract number 1 of Oregon Lumber Company's Subdivision of part of Section 14, Township 3 North Range 9 East of W. M.

Together with the appurtenances thereunto belonging, including that certain water right upon Squaw Creek appropriated for and used upon said Lot 4.

This conveyance is intended as a mortgage to secure the payment of Two Thousand and no/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 April \_\_\_\_\_, 1945, made by parties of the first part payable on or before two years after date to the order of the party of the second part 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, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum which the court may adjudge reasonable 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, his heirs, executors, administrators and assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

The parties of the first part agree to keep the property insured in the sum of \$2,000.00 payable to the party of the second part as his interests may appear.

I hereby cancel this Mortgage this 12 day of May 1945 the same having been fully paid and discharged.

Attest

E. J. Miller  
Skamania Auditor