

SKAMANIA COUNTY, WASHINGTON

foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 7th day of September, A. D. 1945.

My Commission expires on the 31st day of January, 1947.

(Notarial seal affixed)

Raymond C. Sly

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

Filed for record September 7, 1945 at 1-15 p.m. by Bank of Stevenson.

Melvin F. Jase
Skamania County Auditor.

#34403

David H. Busby et ux to Bank of Stevenson.

THIS INDENTURE, Made this 8th day of September in the year of our Lord one thousand nine hundred and forty-five BETWEEN David H. Busby and Gertrude C. Busby, husband and wife, parties of the first part, and Bank of Stevenson, a corporation party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of TWO HUNDRED 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 its 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:

Beginning at a point 620 feet West and 250 feet South of the Northeast corner of Lot Nine (9) Section One (1) Township Two (2) North of Range Seven (7) East of the Willamette Meridian, and thence South from said point 184 feet to a point and thence West 16 feet to a point which is the true point of beginning of the tract being mortgaged hereby; thence West 108 feet; thence North 70 feet; thence East 108 feet and thence South 70 feet to the point of beginning.

Excepting and reserving from the above described tract, however, an easement for a road 16 feet in width over and across said tract of land, as now located, extending from the southeast corner of said tract in a northwesterly direction to the westerly line thereto.

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 and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of eight per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date September 8th, 1945, made by parties of the first part 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 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, its 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, its heirs, executors, administrators and assigns may be obliged to make for its or their security by insurance or on account of any taxes, charges, incumbrances

Satisfied
BK W
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