

#34466

John F. Moll et ux to P. J. Chiaranonte

THIS INDENTURE WITNESSETH: That John F. Moll and Iva Inez Moll husband and wife of the County of Skamania, State of Washington, for and in consideration of the sum of Four hundred and forty and no/100---Dollars, (\$440.00) to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto P. J. Chiaranonte of the County of Multnomah State of Oregon, the following described premises situated in Skamania County, State of Washington, to-wit:

The west half of the northwest quarter of section thirty five, Township 4, North Range 7, East, W.M., Containing 80 acres more or less.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said P. J. Chiaranonte his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Four hundred and forty and no/100---Dollars (\$440.00) in accordance with the terms of one certain promissory note of which the following is a substantially copy, to-wit:

\$440.00

October 1, 1945

Ninty days after date, for value received, I promise to pay to the order of P. J. Chiaranonte at Portland, Oregon, Four hundred and forty and no/100---Dollars, in lawful money of the United States of America, with interest thereon in like lawful money at the rate of 6 per cent. per annum, from above date until paid. Interest to be paid at maturity and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said action or suit.

John F. Moll
Iva Inez Moll

No. _____

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said P. J. Chiaranonte and his legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the overplus, if there be any, pay over to the said _____ their heirs or assigns.

Witness our hands and seals this 1st day of October A.D., 1945

Done in the presence of

John F. Moll (SEAL)

Iva Inez Moll (SEAL)

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

THIS IS TO CERTIFY, that on this 1st day of October A.D. 1945 before me, the undersigned, Notary Public in and for said County and State, personally appeared the within named John F. Moll and Iva Inez Moll husband and wife who are known to me to be the identical persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Ernest Hawes
Notary Public for Oregon

Satisfied

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