

Co. Clk's No. 652, Reg. No. 388-R-6
Commission Expires March 30, 1946

Filed for record October 9, 1945 at 1:25 p.m. by grantee.

Mary J. Fosse
Skamania County Auditor

#34491

Edward Lane et ux to Grace Mackey

THIS INDENTURE, Made this 9th day of October in the year of our Lord one thousand nine hundred and forty-five BETWEEN Edward Lane and Indah M. Lane, husband and wife parties of the first part, and Grace Mackey 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 her 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:

Northwest quarter of the Northwest quarter of Section Ten, Twp. One N. R. 5 E. W. M. Also the Southwest quarter of the Southwest quarter of Section Three, Twp. 1 N. R. 5 E. W. M. SUBJECT to reservation for water from spring contained in deed from Catherine Bennett recorded at page 224 Book "W" of deeds, Records of Skamania County, and easement for the pipe line now established to said spring. SUBJECT also to easement granted the Northwestern Electric Company for Power line and easement granted to the United States for Power Line and approach road.

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 THOUSAND and no/100 DOLLARS, lawful money of the United States, together with interest thereon at the rate of 5½ per cent per annum from date until paid, according to the terms and conditions of one certain promissory note, bearing date October 9th, 1945, made by parties of the first part payable to the party of the second part payable in semi-annual installments of not less than \$333.33 in any one payment, commencing April 1st, 1946, and like payment on the 1st day of October and April each year thereafter until paid 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, her 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, her 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, her heirs, executors, administrators and assigns may be obliged to make for her or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

Satisfied
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