

# DEED RECORD W

## SKAMANIA COUNTY, WASHINGTON

last above written.

(Notarial seal)

W. M. Lane  
Notary Public for Oregon  
My commission expires \_\_\_\_\_  
Notary Public for Oregon. My  
commission expires July 9, 1932

Filed for record: Jan. 31, 1931 at 1-50 o'clock p.m. by grantee

*Mabel J. Case*  
County Auditor

17015

Mary Elizabeth Sweeney to Chas. B. Sweeney et al

Know All Men by these Presents, That Mary Elizabeth Sweeney, a widow, party of the first part, for and in consideration of the sum of one dollar, does hereby CONVEY and WARRANT unto Charles B. Sweeney and Ida B. Dunn, parties of the second part, the following described real property, in Skamania County, Washington, to-wit:

NE $\frac{1}{4}$  of NW $\frac{1}{4}$  and NW $\frac{1}{4}$  of NE $\frac{1}{4}$  and Lots 5 and 6 sec. 31 tp. 3 N. R. 8 E. W. M.; excepting  
1.. S. P. & S. Right of Way.  
2. Tract deeded to C. M. Youmans by deed recorded at page 65 Book M of Deeds records of Skamania County.  
3. Tract deeded to M. Monchalin by deed recorded at page 127 Book Q of Deeds records of Skamania County.  
and subject to mortgage in favor of the Federal Land Bank of Spokane.

Also conveying and quit-claiming all interest in and to  
W $\frac{1}{2}$  of SE $\frac{1}{4}$  sec. 30 tp. 3 N. R. 8 E. W. M.

Also all farm implements and machinery upon the above described real property or used in connection with the farming of said land or any part thereof belonging to the said first party.

Also two horses, three cows and all other live stock upon said premises or any part thereof, belonging to the party of the first part.

To Have and To Hold unto the parties of the second part, in TRUST, however, for the following purposes, to-wit:

The said parties of the second part shall hold the said premises in Trust for the party of the first part during her life-time, and thereafter for her children Mary Katherine Sweeney, George A. Sweeney, William F. Sweeney, Emma Douglass, Ida B. Dunn, Charles B. Sweeney and Della Rainey.

The said Trustees shall have full power and authority to sell and convey said property, or to mortgage, hypothecate, contract with reference to, or in any manner deal with the same, but for the benefit of said beneficiaries; provided, no sale, contract, mortgage or other instrument of writing creating any lien upon said real property shall be made, executed or delivered during the lifetime of the said party of the first part without her consent.

The party of the first part shall have the possession of said premises during her lifetime, but shall not have the right to lease or let the same, or create any incumbrance thereon or lien against the same, or in any manner dispose of the right to possession thereof without the consent of said Trustees.

The said Trustees shall have the right to sell said property, or any part thereof, after the death of the said party of the first part and distribute the proceeds of said sale to the children of said first party, but before such distribution is made or division of said property made to the said children, there shall be paid to William Douglass the sum of five hundred dollars, and the said William Douglass shall be considered a beneficiary of said trust to the extent of said sum of five hundred dollars.

In case said property cannot all be sold to advantage within five years after the death of the said party of the first part, this trust shall nevertheless cease and the property shall vest in the said children share and share alike, subject to a prior lien in favor of the said William Douglass for any unpaid portion of said sum of five hundred dollars.

The proceeds from any sale, lease or mortgage of said property during the lifetime of said first party shall be used for her support and benefit, and said trustees shall hold and