

PIONEER, INC., TACOMA-177183

#37079

Otis Shepardson et ux to Arnold Zenner

MORTGAGE

THIS INDENTURE, Made this 20th day of June, in the year One Thousand Nine Hundred and forty-seven, between OTIS SHEPARDSON and EDITH SHEPARDSON, of Home Valley, Washington, as mortgagors, and ARNOLD ZENNER, of Portland, Oregon, as mortgagee,

W I T N E S S E T H :

THAT the said mortgagors for and in consideration of the sum of One Thousand (\$1,000.00) Dollars to be paid by the said mortgagee, do hereby grant, bargain, sell and convey unto the said mortgagee, his heirs and assigns those certain premises situated in the County of Skamania, and State of Washington, and described as follows, to-wit:

North half of the Northeast Quarter and the Lots numbered one, four and eight of section twenty-seven in Township three North of Range eight East of Willamette Meridian in Washington,

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs and assigns forever.

This conveyance is intended as a mortgage, however, and is given to secure the payment by the mortgagors to the mortgagee of the sum of One Thousand (\$1,000.00) Dollars in lawful money of the United States of America of the present standard value, due one year from date with interest from date until paid at the rate of six per cent per annum, payable at maturity; all according to the terms of a certain promissory note of even date herewith given by the mortgagors to the mortgagee, bearing interest payable at the rates and terms aforesaid, as follows:

\$1,000.00

Portland, Oregon, June 20th, 1947.

One Year after date, for value received, We promise to pay to the order of ARNOLD ZENNER at Portland, Oregon, One Thousand DOLLARS in lawful money of the United States of America, with interest thereon in like lawful money at the rate of six per cent, per per annum from be paid at maturity and if not so paid, the whole sum of both principal and interest to date until paid. 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, We 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 suit or action.

Otis Shepardson
Edith Shepardson

No. _____

This indenture is further conditioned upon the faithful observance by the mortgagors of the following covenants hereby expressly entered into by the mortgagors, to-wit:

That we are lawfully seized of said premises, and now have a valid and unincumbered fee simple title thereto, and we will forever warrant and defend the same against the claims and demands of all persons whomsoever;

It is understood that this is a second mortgage; that that certain mortgage dated on the 28th day of September, 1944, and recorded on the 23rd day of October, 1944, in book NW on page 203, Record of Mortgages of Skamania County, State of Washington, is a superior mortgage.

That we will pay the said promissory note and interest thereon promptly as the same become due, according to the tenor of said note;

That so long as this mortgage shall remain in force, we will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent,

Satisfied
Bk Y
Pg 546

Accountant-Recorded 10/24/47 P 330
John C. Wachten, Auditor
By E. Wachten
Jan. 31, 1951