

MORTGAGE RECORD-X

SKAMANIA COUNTY, WASHINGTON

PIONEER 35 C. TACOMA-177183

unmarried known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the purpose therein expressed.

In Testimony Whereof, I have hereunto set my hand and official seal the day and year last above written.

(Notarial seal affixed)

Fern Hayes
Notary Public for Washington. Residing at
Vancouver. My commission expires 8/30/49

Filed for record December 31, 1946 at 4-20 p.m. by Raymond C. Sly

Mabel F. Jones
Skamania County Auditor.

#36208

Ralph P. Leete et ux to W. Birkenfeld

This Indenture Witnesseth, that Ralph P. Leete and Georgia L. Leete, husband and wife, parties of the first part for and in consideration of the sum of Three Hundred and no/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto W. Birkenfeld party of the second part, the following described premises, to-wit:

Beginning at a point on the line between E $\frac{1}{2}$ and W $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, Twp. 4 N. R. 8 E.W.M. which is 65 feet South of the Northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 26, thence South on line between the E $\frac{1}{2}$ and W $\frac{1}{2}$ of said NE $\frac{1}{4}$ Section 26 a distance of 235 feet, thence West 187 feet, thence North 235 feet, thence East 187 feet to the point of beginning, situated in Skamania County, State of Washington.

Together with tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same, with the appurtenances, unto the said W. Birkenfeld, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Three Hundred and no/100 Dollars, in accordance with the tenor of a certain instrument of writing, of which the following is a copy to-wit:

\$300.00

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Six months after date, without grace, we promise to pay to the order of W. Birkenfeld Three Hundred and no/100 Dollars in lawful money of the United States of America, of the present standard value, with interest thereon in like lawful money at the rate of three (3) per cent per annum from date until paid, for value received. Interest to be paid 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, 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.

No. _____

Ralph P. Leete
Georgia L. Leete

Now, if the sums of money due upon said instrument shall be paid according to agreement therein-expressed, this conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided, then the said W. Birkenfeld and his legal representatives may 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 and interest, together with the costs and charges of making such sale, and a reasonable sum as Attorney's fees, and the overplus, if any there be, pay over to the said Ralph P. Leete and Georgia L. Leete, their heirs or assigns; and the said parties of the first part, for their heirs, executors and administrators do covenant and agree to pay the said party of the second part, his executors, administrators or assigns the said sum of money as above mentioned.

Witness our hands and seals this 3rd day of January A. D. 1947.

County Auditor

Attest
County Auditor

1947-1948

W. Birkenfeld