

MORTGAGE RECORD-X

SKAMANIA COUNTY, WASHINGTON

PIONEER, INC., TACOMA-177183

Mortgage Record X

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of SIX THOUSAND and 00/100 DOLLARS, lawful money of the United States, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents, Grant, Bargain, Sell, Convey and Warrant unto the said parties of the second part, and to their successors 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:

Commencing at the center of section 36, Township 3 North, Range 7 E.W.M.; thence west 350 feet; thence south along the west side of the Chesser Road 889.56 feet to a brass plug set in concrete; thence south 100.44 feet; thence south 11°19' East 169.76 feet to the initial point of the tract; thence from said initial point S. 78°41' W. to intersection with the northerly line of Rock Creek Hot Springs Road; thence southeasterly along the northerly line of said road to intersection with the westerly line of the Chesser Road; thence N. 11°19' W. along the westerly side of Chesser road to the point of beginning.

THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of SIX THOUSAND and 00/100 DOLLARS, with interest thereon at the rate of six per cent per annum, payable semi-annually, according to the terms and conditions of two certain promissory notes bearing even date herewith. Note number 1, payable on or before one year after date to the order of Geo. F. Christensen in the principal sum of One Thousand Dollars (\$1000.00) and Note number 2, payable to the order of Randal Stevenson, on or before three (3) years after date in the principal sum of Five Thousand Dollars (\$5000.00), 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 notes, or either of them, or any part thereof, when the same shall become due and payable according to the terms and conditions thereof then the parties of the second part, or either of them or their successors 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 other sums hereby secured. In event of such foreclosure and sale of the premises above described the proceeds therefrom, after deducting court costs, attorney's fees and expenses of foreclosure and sale shall be marshalled and paid to the mortgagees in proportion to the balance remaining unpaid upon said promissory notes.

In any suit or other proceeding which may be had for the recovery of the amount due, on either said notes or this mortgage, said parties of the second part, their successors or assigns shall have the right to have included in the judgment which may be recovered a reasonable sum as attorney's fees to be taxed as part of the costs in such suit as well as all payments which said parties of the second part, their successors and assigns may be obliged to make their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

The parties of the first part agree to keep the property insured in its full insurable value, payable to the parties of the second part as their interests may appear.

In case of the foreclosure of this mortgage, the parties of the second part, their successors or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Donald E. Leer (SEAL)
Gladys K. Leer (SEAL)

STATE OF WASHINGTON)
) SS.
County of Skamania)