

DEED RECORD Y

SKAMANIA COUNTY, WASHINGTON

PIONEER PRINT, STEVENSON, WASH.

Together with all and singular the tenements, hereditaments and appurtenances unto said real property above described belonging, or in any wise appertaining; and also our estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD the above described and granted premises unto the said Ella Emmitt, her heirs and assigns, forever. Reserving, however, unto the grantees above named, the right of possession of said property herein conveyed for, during and until the 15th day of September, 1935.

And we, the grantors above named, do covenant to and with the above named grantee, her heirs and assigns, that we are lawfully seized in fee simple of the above granted premises, that the same are free from all liens and encumbrances save and except the lien of the mortgage held by the grantee hereinafter described, and also the lien for unpaid taxes thereon; and that ^{we} will, and our heirs, executors and administrators shall, warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except as against the claim of the aforesaid mortgage and the claim for unpaid taxes above mentioned.

Part of the consideration for this conveyance is,

That whereas, the said Ella Emmitt, grantee above named, is the owner and holder of a joint and several promissory note for the principal sum of \$2425.00, signed by the above named grantors, which said note is dated at Portland, Oregon, May 1, 1931, and payable on or before May 1, 1936, together with interest thereon at the rate of 7% per annum from the date of said note, payable semi-annually;

And whereas, said note is past due by reason of the failure of the makers to pay the interest thereon as in said note provided;

And whereas, said note is secured by a mortgage of the grantors to the above named grantee, which said mortgage is dated the 2nd day of May, 1931, and recorded on the 12th day of May, 1931, in Book S on page 599, Record of Mortgages of Skamania County, Washington:

Now therefore, it has been agreed between the grantors and the grantee that said grantee, in consideration of this conveyance, will surrender said note and mortgage and release the grantors from any and all liability on account of said note and mortgage; and by the acceptance of this conveyance the said grantee does release said grantors from any and all liability on account of said promissory note, and accepts this deed in full satisfaction thereof.

This deed is an absolute conveyance, and is without reservation of any equity of redemption.

IN WITNESS WHEREOF, we, the grantors above named, have hereunto set our hands and seals this 21st day of Sept., 1935.

IN PRESENCE OF:

C. H. Estes

W. C. Kennedy (Seal)

Mildred Kennedy (Seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF KLINKITAT)

On this 21st day of Sept., 1935, before the undersigned, a Notary Public in and for said County and State, personally appeared W. C. Kennedy and Mildred Kennedy, his wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein named.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal this the day and year last above written.

C. H. Estes
Notary Public for Washington,
My Commission expires: February 17, 1937