

Mary and Antonio Del Grosso to Fred Luscher.

This Indenture, made this Eighth day of March 1897 by and between Mary Del Grosso and Antonio Del Grosso, her husband parties of the first part and Fred Luscher party of the second part, Witnesseth, that whereas, the party of the second part has loaned to the parties of the first part the sum of One hundred and fifty (100⁰⁰) Dollars, which sum the said parties of the of the first part agree to repay One year after this date, and to pay interest thereon at maturity at the rate of Ten per cent. per annum from this date until paid; and also to pay all Taxes and assessments which may be assessed or levied to or against the party of the second part, or assigns, on account of such loan. All according to the terms of a certain promissory note given thereof of which the following is a copy

\$150⁰⁰ Cape Horn Washington March 8th 1897

One year after date, without grace, for value received we, or either of us promise to pay to Fred Luscher or order, at Cape Horn State of Washington One hundred and fifty dollars, and interest thereon at date of maturity at the rate of Ten per cent. per annum, from date until paid; all in U. S. Gold Coin. And we or either of us further agree to pay all taxes and assessments which may be levied or assessed to the holder of this note on account thereof. and in case suit or action is instituted to collect this note or any part thereof, to pay such further sum as the Court may adjudge reasonable as attorney's fees in said suit or action

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EX G?
Pg 233

Sgd. Mary Del Grosso
Sgd. Antonio Del Grosso

Now therefore in consideration of said loan, and for the purpose of securing the payment of the said several sums of money named in said note, and the faithful performance of all the covenants herein contained the parties of the first part do hereby grant, bargain, sell and convey unto to the party of the second part his heirs and assigns forever all of that certain real estate, situate in Skamania county and state of Washington, and described as follows to wit:

The north east quarter (N.E. 4) of the north east quarter (N.E. 4) the south half (S²) of the north east quarter (N.E. 4) and the south east (S.E. 4) quarter of the north west quarter (N.W. 4) of section two (2) Township one (1) North range five (5) east of the Willamette Meridian containing 160⁹/₁₀₀ acres. Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold unto the party of the second part, his heirs and assigns forever;

But as a mortgage to secure the payment of several sums of money specified in said note before mentioned, and the performance of the covenants and conditions herein contained.