

Antonio Del Gross to Fred Luscher.

This Indenture of Mortgage, made this 25th day of November, A. D. 1902, by and between Antonio Del Gross and Mary Del Gross, his wife, parties of the first part, and Fred Luscher, party of the second part. Witnesseth: That said parties of the first part, for and in consideration of the sum of Five hundred (\$500.00) Dollars, Gold Coin of the United States, to them paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, ~~and~~ by these presents do grant, bargain, sell and convey, unto the said party of the second part, his heirs, executors, administrators and assigns, those certain premises situated in the County of Skamania, State of Washington, and described as follows, to wit: The N.E. 1/4 of N.E. 1/4: S. 1/2 of N.E. 1/4 and S.E. 1/4 of N.W. 1/4 of Section two (2) in Township one (1) North Range, five (5) East of the Willamette Meridian, and containing 160.09 acres of land. Also the northeast quarter of the northwest quarter, and the northwest quarter of the northeast quarter of Section two (2) in Township one (1) North, Range five (5) East of the Willamette Meridian, containing 80.36 acres, more or less. Together with all and singular the tracments, hereditaments and appurtenances thereto belonging or in any wise appertaining. To hold and to hold the said described premises unto the said party of the second part, his heirs, executors, administrators and assigns, for his own use, benefit and behoof forever; and the said party of the first part hereby covenant to and with the said party of the second part, his heirs, executors, administrators and assigns, that they are lawfully seized of said premises, and now have a valid and unencumbered fee simple title thereto, and that they will, and their heirs, executors and administrators shall forever warrant and defend the same against all lawfull claims and demands. The condition of the foregoing conveyance is such, that, whereas, the said parties of the first part have executed to the party of the second part, a promissory note, which is in substance as follows:

\$1500.00

Portland, Oregon, November 25, 1902

Sixty (60) days after date, without grace, I promise to pay to the order of Fred Luscher, at Portland, Oregon, Five hundred Dollars, in Gold Coin of the United States of America, of the present standard value, with interest thereon in like Gold Coin at the rate of ten per cent. per annum from date until paid, for value received. Interest to be paid at maturity, 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, I promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like Gold coin, as the court may adjudge reasonable, for attorney's fees to be allowed in said suit or action.

(Signed) Antonio Del Gross.

Mary Del Gross.

And Whereas, the said parties of the first part have covenanted and agreed, and do hereby covenant and agree, to pay all said sums of money, the principal and interest specified in said note, at the times therein designated, and to keep up and maintain in present condition the improvements on said premises and to pay all taxes, assessments, mechanics liens and encumbrances, and liens of every kind which

Dated
Bk G mtg
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