

John B. Erikson to Hicks A. Lee.

This Indenture, Made this 17th Day of March in the year One Thousand Nine hundred and five, between John B. Erikson, a Widower, of the City of Portland, Multnomah County, Oregon, as mortgagor, and Hicks A. Lee, of the same place, as mortgagee, Witnesseth, That the said mortgagor for and in consideration of the sum of Seventy-seven Hundred and Fifty (\$7750⁰⁰) Dollars to him paid by the said mortgagee, do hereby grant, bargain, sell and convey unto the said mortgagee, his heirs and assigns, these certain premises situated in the County of Skamania and State of Washington, and described as follows:

The South East quarter (SE¹/₄) of the North East quarter (NE¹/₄), the East half (E¹/₂) of the South East quarter (SE¹/₄), the North West quarter (NW¹/₄) of the South East quarter (SE¹/₄), the South West quarter (SW¹/₄) of the North East quarter (NE¹/₄), the South half (S¹/₂) of the North West quarter (NW¹/₄) and the North West quarter (NW¹/₄) of the South West quarter (SW¹/₄) of Section four (4) and the South West quarter (SW¹/₄) of Section three (3) and the East half (E¹/₂) of Section seventeen (17) all in Township two (2) North of Range Five (5) East of the Willamette Meridian in Skamania County, Washington.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold the said premises with the appurtenances unto the said mortgagee, his heirs and assigns forever.

This conveyance is intended as a mortgage, however, and is given to secure the payment by the mortgagor to the mortgagee of the sum of Seventy-seven hundred and fifty (\$7750⁰⁰) Dollars in United States Gold Coin of the present standard value, with interest from date until paid at the rate of six per cent per annum, interest payable semi-annually, according to the terms of three certain promissory notes of even date herewith for \$2625⁰⁰, \$2625⁰⁰ and \$2500⁰⁰ respectively payable on or before two years from date given by the mortgagor to the mortgagee and bearing interest payable at the rate and times aforesaid. This indenture is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby expressly entered into by the mortgagor, to-wit: That he is lawfully seized of said premises, and now has a good and undivided fee simple title thereto, and that he will forever defend and defend the same against the lawful claims and demands of all persons whomsoever. That he will pay the said promissory notes and all installments of interest thereon promptly as the same become due, according to the tenor of said notes. That as long as this mortgage shall remain in force he will pay all taxes, assessments and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same becomes delinquent, and will also pay all taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mechanic's liens or other incumbrances that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage; That he will keep all improvements erected on said premises in good order and repair and will not commit or suffer any waste of the premises hereby mortgaged.

Now, therefore, if the said mortgagor shall pay said promissory notes, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance shall be void, but otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory notes in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said notes or this mortgage when the same shall become due

Satisfied
BK G mty
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