

R. C. Wilson to S. F. Fouts

This Indenture, made this 26th. day of April in the year of our Lord one thousand nine hundred and five, between Robert C. Wilson unmarried of Skamania County, Washington the party of the first part, and S. F. Fouts of Portland Oregon, the party of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of Four hundred Dollars gold coin of the United States to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these Presents Grant, Bargain Sell, convey and confirm unto the said party of the second part, and to his heirs 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:

The Southwest quarter of the Northwest quarter, the West half of the Southwest quarter and the Northeast quarter of the Southwest quarter of Section nine in Township three North of Range nine East of Willamette Meridian in Skamania County, Washington, containing one hundred and sixty acres more or less. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or

This conveyance is intended as a Mortgage to secure the payment of Four hundred Dollars, in gold coin of the United States, together with interest thereon at like gold coin at the rate of ten per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing the date of April 26. 1905 made by Robert C. Wilson payable April 26. 1907 to the order of S. F. Fouts, 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 note, or any part thereof when the same shall become due and payable, according to the terms and condition thereof, then the said party of the second part, his executors, administrators and assigns, are hereby empowered to sell the said premises, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, to retain the whole of said principal and interest, whether the same shall be then due or not, together with the costs and charges of making such sale, and the surplus, if any there be, shall be paid by the party of making such sale, or demand, to the said party of the first part, his heirs and assigns. And in any suit or other proceeding that may be had for the recovery of said principal sum and interest, on either said note or this mortgage, it shall and may be lawful for the said party of the second part his heirs, executors administrators or assigns, to include in the judgment that may be had recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit a reasonable amount in gold coin (or in case of settlement or payment being made after suit has been commenced, and before the final decree has been rendered thereon, an attorney's fee of a reasonable amount in gold coin shall be taxed as part of the costs in such suit) as well as all payments that the said party of the second part his heirs, executors, administrators or assigns, may be obliged to make for his or their security by insurance or on account of any taxes, charges incumbrances or assessments whatsoever on the said premises or any part thereof.

Satisfied
Bk 6 mly
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