

Leonidas J. Wakefield to Eva M. Wade.

This Indenture, Made this 29th Day of May in the year of our Lord one thousand nine hundred and five between Leonidas J. Wakefield and Lucy June Wade of the same place party of the first part Wakefield husband and wife of Elma Washington the parties of the first part and Eva M. Wade of the same place party of the second part; Witnesseth, that the said parties of the first part for and in consideration of the sum of one thousand six hundred and fifty Dollars, gold coin of the United States to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, convey and transfer unto the said party of the second part, and to her heirs and assigns, the following described tracts or parcels of land lying and being in the County of Skamania and State of Washington and particularly described as follows, to-wit: The lots numbered One (1) Two (2) Three (3) and four (4) of section eighteen (18) in Township three (3) north of Range nine (9) east of Willamette Meridian containing one hundred and fifty eight acres and eighty hundredths of an acre, more or less, according to the United States Government survey thereof, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging.

This conveyance is intended as a Mortgage to secure the payment of one thousand six hundred and fifty (\$1650⁰⁰) Dollars, gold coin of the United States, together with interest thereon in like gold coin from date until paid, according to the terms and conditions of one certain promissory note of which the following is a copy:

\$1650.00

Elma, Wash. May 29, 1905.

On or before two years after date, without grace we promise to pay to the order of Eva M. Wade, one thousand six hundred and fifty 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 hereof for the first year and at the rate of eight per cent per annum thereafter until paid, for value received. Interest to be paid annually, 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, we promise to pay and agree to pay, in addition to the costs and disbursements provided by statute a reasonable sum in like gold coin, for Attorney's fees in said suit or action Due on or before May, 29th, 1907. At Elma, Washington.

L. J. Wakefield

Lucy June Wakefield.

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 conditions thereof, then the said party of the second part her executors, administrators and assigns, we hereby empower 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 moneys arising from such sale, 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 making such sale, upon demand, to the said parties of the first part, their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall

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