

Wm B. Barnes & wife to Wm M. Ladd.

This Indenture, Made this second day of June in the year of our Lord, One thousand nine hundred & five (1905) Between Wm B. Barnes and Alice M. Barnes his wife, parties of the first part, and Wm M. Ladd, party of the second part, Witnesseth: That the parties of the first part, for and in consideration of the sum of One thousand Dollars, United States Gold coin, the receipt whereof is hereby acknowledged, have bargained and sold, and do hereby convey unto the party of the second part, the following described real property, situated in the County of Skamania and State of Washington, to-wit: The North half of the Northwest quarter of Section seventeen (17) T1 north R5 east in the said county and State. containing eighty (80) acres. To have and to hold the said premises and appurtenances to the party of the second part his heirs and assigns forever according to the terms of a certain agreement entered into by and between the parties of the first part, whereby this mortgage becomes security for the performance of a certain contract in the said agreement set forth, and the parties of the first part, covenants that they are the owners in fee of said premises and will warrant and defend them against the lawful claims of all persons. Nevertheless this conveyance is intended to be a mortgage upon the premises described, to secure the payment of a certain promissory note of which the following is substantially a copy to-wit:

\$1000.00

Portland, Oregon June 2, 1905.

Satisfied
BK 1 Mtg
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On or before one year after date, without grace, I promise to pay to Wm M. Ladd or order, at his office in Portland, Oregon, One thousand Dollars, in U. S. Gold coin, for value received, with interest after due in like coin, at the rate of six per cent per annum, until paid, interest payable semi annually. And in case suit or action is instituted to collect this note or any portion thereof, I promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

W. B. Barnes.

And the payment of said note shall render void this conveyance, but in case default is made in the payment of the principal or interest in said note expressed, when either principal or interest shall become due, then the whole sum, both the principal and interest accrued at the time default is made, shall become due and payable, and the party of the second part may foreclose this mortgage at any time thereafter. And the parties of the first part covenant to pay the sum and interest named in said note. And is further expressly agreed between the parties to this Mortgage that if the party of the second part is compelled to foreclose this mortgage by reason of the non-payment of said note, or any portion thereof, then in addition to the sum found due at the time of such foreclosure he shall be entitled to recover such sum as the Court may adjudge reasonable as attorney's fees in said suit or action, in addition to costs and disbursements allowed by the Code of Civil Procedure, and the Court making the decree of foreclosure is authorized to include in such decree the sum aforesaid, upon demand of plaintiff in such foreclosure suit. In Witness Whereof, The said parties of the first part have set their hands and seals.

Signed, sealed and delivered in the presence of us as witnesses:

Signature of W. B. Barnes { C. Quackenbush
E. H. Quackenbush

witnesses to signature of { Fritz Brauer
Alice M. Barnes { Elsie E. Howard

W. B. Barnes Seal

Alice M. Barnes Seal