

Herman A. Sicks to Maria Baracco.

This Indenture, made this 18th day of June A. D. 1903, by and between Herman A. Sicks, unmarried, of Cape Horn, Skamania County, Washington, ^{Mortgagor}, and Maria Baracco, of Cape Horn, Skamania County, Washington, Mortgagee. Witnesseth, That said Mortgagor for and in consideration of the sum of One Hundred Dollars, to him in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, aliened, released, conveyed and confirmed and by these presents doth bargain, sell, alien, release, convey and confirm unto the said mortgagee, her heirs and assigns forever, all the following described real estate, situated in the County of Skamania and State of Washington, to wit:

The Fractional North East quarter of Section Three in Township One North of Range Five East of Willamette Meridian, containing one hundred and sixty acres and twenty-two hundredths an acre. Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To have and to hold unto the said mortgagee, her heirs and assigns forever. This Conveyance is intended as a Mortgage to secure the payment of One Hundred Dollars, in accordance with the terms of a certain promissory note ^{of} ~~of which the~~ following is a copy, to wit:

\$100.00 ~~Portland, Oregon,~~ June 18. 1903.

On or before two years after Date, without grace, I promise to pay to the order of Maria Baracco, One Hundred Dollars, for value received with interest after Date at rate of $\frac{1}{2}$ per cent per annum until paid. Principal and interest payable in U. S. Gold Coin, at Cape Horn, Washington, and in case suit or action is instituted to collect this note or any portion thereof I promise to pay such sum as the Court may adjudge recoverable as attorney's fee in said suit or action.

(Sd) Herman A. Sicks.

And said mortgagor hereby covenants that he is the owner of said premises in fee simple, that they are free from all incumbrance; that he will pay all taxes upon said premises at least ten days before they ^{will} become delinquent.

Now the payment of said note, interest, taxes as herein provided, shall render this conveyance void; but in case default is made in the payment of the interest in said note expressed when the same shall become due, or failure to to pay the taxes as herein provided, or in default of the performance of any of the covenants or conditions as herein expressed on the part of the mortgagor, then the whole of the principal sum and the interest accrued at the time default is made or declared, and all taxes upon said premises which the holder of said note shall have paid, or becomes liable to pay, shall, at the option of the holder of said note, become due and payable, and this mortgage may be foreclosed at any time thereafter.

Now it is agreed by said mortgagor that if the mortgagee be compelled to foreclose this mortgage by reason of any breach of the agreements herein contained, the mortgagee shall be entitled to a reasonable attorney's fee in said suit or action, and the mortgagor, Herman A. Sicks agrees to pay said sum of money hereby secured, and agrees that a deficiency judgment may be had against said mortgagor Herman A. Sicks in a suit or action to foreclose this

Satisfied
Bk 6 mtg
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