

M. E. Rakestraw & Son vs Henry Metzger.

This Indenture, witnesseth that M. E. Rakestraw and Son B. Rakestraw his wife, in consideration of Four Hundred Dollars to them paid in hand the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Henry Metzger the the following described premises to-wit: Beginning at a point Thirty feet East and One hundred forty two rods and seven feet North of the Southwest corner of the Northwest quarter of Sec. Twenty-one Township Three North Range Eight East Willamette Meridian, running thence East Seventy-seven rods and three and one half feet, thence North twenty rods and six and one fourth feet, thence west Seventy-seven rods three and one half feet, thence South Twenty rods six and one fourth feet to beginning point - containing eight and three fourths acres more or less in Skamania County, State of Washington, together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said Henry Metzger his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of Four Hundred Dollars, and the interest thereon, in accordance with the terms of a certain promissory note of which the following is a copy, to-wit:

\$400.00

Carson Wash. Aug. 8th 1906

On or before August 8th 1911 for value received we promise to pay to Henry Metzger or order, the sum of Four Hundred Dollars, with interest at the rate of eight per cent. per annum. If the interest is not paid when due it shall be compounded with the principal and bear like interest, principal and interest payable in United States gold coin, and in case suit is instituted to collect this note, or any portion thereof we promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees, to be taxed as part of the costs, for the use of plaintiff's attorney.

M. E. Rakestraw

Son B. Rakestraw

Now if the sum of money due upon said promissory note be paid according to the agreements herein expressed this conveyance shall be void, but in case default be made in the principal or the interest as therein provided then the said Henry Metzger or his legal representatives may sell the premises above described, with all and every of the appurtenances, or any part thereof, in the manner provided by law, and out of the money arising from such sale, retain the said principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be pay over to the said M. E. Rakestraw heirs and assigns.

Witness our hands and seals this 8th day of August 1906

M. E. Rakestraw

Son B. Rakestraw

I hereby certify that the within mortgage bond was fully paid this day 1st 1910
Attest. Attest. Attest. Attest.