

Geo. S. Whiteside and Wife to Harry J. Shultz

This Indenture, Made this 10th day of September in the year of our Lord one thousand nine hundred and six between George S. Whiteside and Adeline C. Whiteside, husband and wife of Portland, Multnomah County, Oregon the parties of the first part and Harry J. Shultz of Denver, Denver County, Colorado, party of the second part;

Witnesseth, That the said parties of the first part for and in consideration of the sum of Eight Hundred (\$800.00) 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 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 Okanogan and State of Washington, and particularly described as follows, to wit: Lots numbered One (1) and Two (2) and the East half of the North West quarter (2 1/2 Acres) of Section nineteen (19) in Township three (3) North of Range ten (10) East of the same meridian containing One hundred and sixty one acres and ninety five one hundredths of an acre (161, 95/100) Together with all and singular the tenements, hereditaments and appurtenances thereto belonging.

Satisfied
Bk H mtg
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This conveyance is intended as a mortgage to secure the payment of \$800.00 Eight Hundred Dollars Gold Coin of the United States, together with interest thereon in like gold coin at the rate of 7 percent per annum from date until paid according to the terms and conditions of a certain promissory note bearing date Sep. 10th 1906 made by George S. Whiteside payable to the order of Harry J. Shultz 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 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, 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 overplus if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or 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 recovered counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of fifty dollars in gold coin (or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered thereon an attorney's fee of twenty-five dollars in gold coin shall be taxed as part of the costs in such suit) as well as all payments that the said