

E. J. Martin & Wife to Mary E. Galligan

This Indenture, made this 20 day of August in the year of our Lord one thousand nine hundred and seven (1907) Between Edward James Martin and Lucinda Martin, husband and wife, the parties of the first part, and Mary E. Galligan party of the second part;

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Five Hundred (\$500) Bone fide loan Dollars good 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 her heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington and particularly bounded and described as follows, to wit: All of the North half of the Southwest quarter and all of the North half of the Southwest quarter, of Section Twenty-one in Township Three North of Range Nine East of the Willamette meridian, containing 160 acres, more or less, according to the United States surveys of same, Together with all and singular the Tenements, hereditaments and appurtenances thereto belonging.

This conveyance is intended as a mortgage to secure the payment of Five Hundred (\$500) Dollars, gold coin of the United States, together with interest thereon in like gold coin at the rate of eight percent per annum from date until paid, according to the terms and conditions of one certain promissory note bearing date August, 20th 07, made by Edward James Martin and wife, payable to order of Mary E. Galligan 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, 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 over plus of any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part their heirs and 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 her 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,