

J. J. Foster to M. Allen

This Indenture, made this 15th day of October in the year of our Lord one thousand nine hundred and seven between Jane J. Foster and Flora A. Foster, his wife, parties of the first part and Maria Allen party of the second part; Witnesses; that the said parties of the first part, for and in consideration of the sum of Two hundred and fifty Dollars, lawful money 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 warrant 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 Skamania and State of Washington and particularly described as follows, to-wit:

"The Northwest quarter of the Northwest quarter and Lot eight (8) of Section one (1) Township Two (2) North of Range Seven (7) East of the Willamette Meridian, excepting a strip Three hundred (300) feet wide on both side and also excepting said strip in Southeast corner of said tract and heretofore deeded to B. P. Engler, and also excepting Five (5) acres on the South side of said tract deeded to J. L. Richardson, (containing) Twenty three (23) acres more or less," Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is intended as a mortgage to secure the payment of Two hundred and fifty Dollars, lawful money of the United States, together with interest thereon at the rate of eight per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date October 15, 1907, made by Jane J. Foster and Flora A. Foster payable eighteen months after date to the order of Maria Allen and these presents shall be void if such payment be made according to the terms and condition 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 condition thereof, then the said party of the second part his heirs, executors, administrators and assigns, may immediately thereafter, as the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all other moneys hereby secured.

In any suit or proceedings which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part shall have the right to have included in the judgment which may be recovered the sum of \$25.00 as attorney's fees, to be taxed as part of the costs in such suit, as well as all payments which the said party of the second part may be obliged to make for them or their security by insurance or on account of any taxes, charges, insurances or encumbrances whatsoever on the said premises or any part thereof. In case of the foreclosure of this mortgage, the party of the second part his heirs, executors administrators or assigns shall be entitled to have entered in such foreclosure such a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful encumbrances after applying the proceeds of the sale of the premises above described to the payment thereof, and the costs of such foreclosure suit.

In Witness Whereof, The said parties of the first part have hereunto set their

Satisfied
BK H mtg
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