

R.Shelley to John Dupree

This Indenture Witnesseth that Roswell Shelley and Rose Shelley, husband and wife, in consideration of Two hundred (\$200.00) Dollars to them in hand paid, the receipt whereof is hereby acknowledged have bargained and sold and by these presents do grant, bargain and convey unto John Dupree of Carson, Wash. the following described premises, to-wit:

Beginning at a point thirty feet east and thirty nine rods and one half foot south of the Northwest corner of the Northeast quarter of the Northeast quarter of Section twenty-nine in Township three North of Range eight East of Willanette Meridian; thence East one hundred feet; thence South ninety -eight feet; thence West One hundred feet; thence North ninety-eight feet to point of beginning, containing one lot ninety eight feet by one hundred feet.

Together with tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, to have and to hold the same unto the said John Dupree, his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of two hundred dollars and the interest thereon in accordance with the tenor of a certain promissory note, of which the following is a copy to-wit:

\$200.00

Carson, Wash March 20th 1908

Six months after date for value received, I promise to pay to the order of John Dupree Two hundred Dollars with interest thereon payable at the rate of 8 per cent per annum from date; and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees to be taxed as a part of the costs of such suit. It is specially agreed and consented that a deficiency judgment may be had in a suit upon this note.

Signed

Roswell Shelley

Now if the sums of money due upon said promissory note be paid according to the agreements expressed therein, this conveyance shall be void; but in case default is made in the payment of the principal or interest as therein provided, then the said John Dupree or his legal representative may sell the above described premises 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 principal and interest, together with the costs and charges of making such sale and the surplus if any there be pay over to the said Roswell Shelley his heirs and assigns.

In Witness Whereof we hereunto set our hands and seals this 20th day of March A.D. 1908

Signed, sealed and delivered in presence of

Roswell Shelley (Seal)

L.T.Smith

Rose Shelley (Seal)

Lizzie M.Smith

State of Washington

County of Skamania, ss. I, L.T.Smith, do hereby certify that on this 20th day of March 1908

before me personally appeared Roswell Shelley and Rose Shelley, husband and wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of March 1908

(Notarial Seal)

L.T.Smith, Notary Public in and for the State of Washington

residing at Carson in said County

Filed for record by L.T.Smith on March 21st 1908 at 1.15 P.M.

A.Fleischhauer, Co. Auditor.

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1