

F.W. Dehart and wife to Hans Nelson.

THIS INDENTURE WITNESSETH, That we, F.W. Dehart and Delcia A. Dehard, husband and wife, of Underwood, Wash. in consideration of Five Hundred (\$500.00) Dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto Hans Nelson of Underwood, Wash. the following-described premises, to-wit: Commencing at the quarter post to corner of Sections 21 and 22 in Township three (3) North of Range ten (10) East of W.M., said post being identical with the Southwest quarter of said tract; running thence North 0° 19' E. 20.17 chains to northwest corner of said tract; thence South 89° 59' E. 4.96 chains to northeast corner; thence South 0° 19' W. 20.17 chains to Southeast corner; thence North 89° 59' W. 4.96 chains to quarter post of said sections 21 and 22, same township and range, or the place of beginning, containing 10 acres. Together with tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, to have and to hold the same with the appurtenances, unto the said Hans Nelson his heirs and assigns forever.

THIS CONVEYANCE is intended as a mortgage, to secure the payment of the sum of Five 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:

\$500.00

Underwood, Wash., April 6th 1908.

On or before five years after date, for value received, we promise to pay to the order of Hans Nelson Five Hundred Dollars, with interest thereon payable annually at the rate of 6 per cent per annum from date; and if not so paid, the whole sum of both principal and interest to become immediately due and collectable 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, we promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees, to be taxed as a part of the costs of such suit, for the use of plaintiff's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

F.W. Dehart

Delcia A. Dehart

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed, this conveyance shall be void; but in case default be made in the payment of the principal or interest as therein provided, then the said Hans Nelson or his legal representative 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 surplus, if any there be, pay over to the said F.W. Dehart and Delcia A. Dehart their heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In witness whereof we hereunto set our hands and seals this 6th day of April, A.D.1908.

Signed, Sealed and Delivered in presence of)

F.W. Dehart (Seal)

Fred Luthy

Delcia A. Dehart (Seal)

A. Fleischhauer

State of Washington,

) ss.

County of Skamania.)

I, the undersigned authority do hereby certify that on this 6th day of April, A.D.1908, before me personally appeared F.W. Dehart and Delcia A. Dehart, his wife, to me known to be the individuals described in and who executed the within instrument and

Attest: I hereby certify that this mortgage is fully paid
J. F. Luthy
Co. and on this 16th day of April 1913. Hans Nelson