

Satisfied

Pg 255 BK H

C.J. Moore & wife to Isaac T. Felts.

7-31-08

This Indenture, Made this seventh day of April in the year of our Lord One Thousand Nine Hundred and eight, between C.J. Moore and Julia E. Moore, husband and wife, of the city of Portland, of the County of Multnomah, State of Oregon, parties of the first part, and Isaac T. Felts of the city of Portland, of the County of Multnomah, State of Oregon, party of the second part, WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Six hundred (600) Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold aliened, released, conveyed and confirmed, and by these presents do bargain, sell, alien, release, convey and confirm unto the said party of the second part, his heirs and assigns forever, all that certain piece of land containing thirty-two (32) acres of land, the same being more particularly bounded and described, as follows, to-wit: "Commencing at the Northeast corner of the southwest quarter of section seventeen (17) township one (1) N.R. five (5) east W.M., thence eighty rods west, thence sixty-four rods south, thence eighty rods east, thence north sixty-four rods along the quarter line to point of commencement, said plot of land lying contiguous to and north of a plot of land owned by Mrs. H.E. Wing Marble and adjoining and west of the J.O. Wing plot of land; said land being in Skamania County, Washington." Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; and also the estate, right, title and interest of the said parties of the first part, of, in and to the same. TO HAVE AND TO HOLD the hereinbefore granted, bargained and described premises, with the appurtenances unto the said party of the second part his heirs and assigns forever.

This Conveyance is intended as a mortgage to secure the payment of the sum of Six hundred (600) Dollars, in accordance with the tenor of a certain promissory note of which the following is a substantial copy to-wit:

\$600.00

Portland, Ore., April 7, 1908.

On or before two years after date, without grace, I promise to pay to the order of Isaac T. Felts at Portland, Oregon Six hundred (600) Dollars, in Gold Coin of the United States of America of the present standard value, with interest thereon in like Gold Coin at the rate of seven per cent. per annum from date until paid, for value received. Interest to be paid annually 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. And in case suit or action is instituted to collect this note or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like Gold Coin, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

Signed

C.J. Moore

"

Julia E. Moore

Now Therefore, If the said promissory note, principal, interest and attorney's fees shall be paid when the same shall become due, according to the terms and conditions of said promissory note and of this indenture, then this indenture shall be void, but in case default shall be made in the payment of the principal or interest, or attorney's fees, mentioned in said promissory note or any part thereof, or in case default shall be made in the payment of any sum that may become due and payable, as hereinafter provided, then the parties of the second party executors, administrators and assigns, are hereby empowered to sell the premises above described, with all and every of the appurtenances or any part thereof in the manner prescribed by law, and out of the money arising from said sale to retain the said principal and attorney's fees, and such other sum or sums as may be due