

Satisfied
Pg 500 BK H
6-11-09

Keeley & Dubois to M.E.Hamilton.

This Indenture, Made this 16th day of June in the year of our Lord One thousand nine hundred and eight, Between J.A.Keeley and Chas S.Dubois, the parties of the first part, and Maggie E.Hamilton party of the second part, Witnesseth, That the said parties of the first part for and in consideration of the sum of Five Hundred (\$500.00) Dollars, gold 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 and convey unto the said party of the second part and to her heirs and assigns, the following described tract, parcel of land lying and being in the County of Skamania, State of Washington and particularly described as follows, to-wit:

The Northwest quarter of the Northwest quarter of the Northwest quarter of Section twenty-three (23) Township three (3) North of Range ten (10) East of Willamette Meridian. Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining. This conveyance is intended as a Mortgage to secure the payment of \$500.00 Five hundred dollars, gold coin of the United States, together with interest thereon in like gold coin at the rate of 8 per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date June 16th made by J.A.Keeley & Chas S.Dubois payable to the order of Maggie E.Hamilton 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 overplus, if any there be, shall be paid by the party making such sale on demand, to the said parties of the first part, their heirs or assigns. And in any suit or other proceedings that may be had for 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, as well as all payments that the said party of the second part, her heirs, administrators or assigns, may be obliged to make for themselves or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

W.J Davidson

J.A.Keeley (Seal)

Charles S.Dubois (Seal)

State of Washington

County of Skamania, ss. This is to certify that on this 16th day of June A.D.1908 before me, W.F.Cash, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came J.A.Keeley and Chas.S.Dubois, to me known to be the individuals described in and who executed the within instruments and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

W.F.Cash, Notary Public for the State of Washington

residing at Underwood.

Filed for record by E.C.Hamilton on June 20th 1908 at 1.15 P.M., A.Fleischhauer, Co.Auditor