

Satisfied
Pg 12 BK H
9-24-08

Dan Moriarty to Bank of Stevenson.

This Indenture made this 23rd day of July 1908 between Catherine Moriarty and Daniel Moriarty her husband, parties of the first part, and Bank of Stevenson, party of the second part, Witnesseth: That the said parties of the first part for and in consideration of the sum of five hundred 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 and convey unto the said party of the second part and to its heirs and assigns the following described tract, or parcel of land lying and being in the County of Skamania State of Washington, to-wit: Lots No. twenty-one and twenty-two in Block No. one in the original town of Stevenson, as shown by the official plat thereof on file and of record in the office of the Auditor of Skamania County Washington, together with all and singular the tenements hereditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of five hundred dollars lawful money of the United States, together with interest thereon at the rate of 10 per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date July 23rd 1908, 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, its heirs and assigns, administrators or assigns may immediately thereafter in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest with all other sums hereby secured. In any suit or other proceedings which may be had for the recovery of the amount due, or 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 \$35.00 as attorneys 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, its heirs, executors 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 case of the foreclosure of this mortgage the party of the second part its heirs executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon the account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof and to the costs of such foreclosure suit.

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

Signed, sealed and delivered in presence of

Peter Peterson

Catherine Moriarty (Seal)

Geo. E. O'Bryon

Daniel Moriarty (Seal)

State of Washington

County of Skamania, ss. I, Geo. E. O'Bryon, a Notary Public in and for above County and State, do hereby certify that on this 23rd day of July 1908 personally appeared before me Catherine Moriarty and Daniel Moriarty, her husband, 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.

In Witness whereof I have hereto set my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

Geo. E. O'Bryon, Notary Public in and for the State of

Washington, residing at Stevenson in said County.

Filed for record by Bank of Stevenson on July 24th 1908 at 2.35 P.M.

A. Fleischhauer, Co. Auditor

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