

C.D.Weichman to G.O.Jefferson

This Mortgage made this 5th day of August 1908, C.D.Weichman and M.M.Weichman his wife, of Scholls, Oregon, hereinafter called the Mortgagors, to G.Orlo Jefferson of Portland, Oregon, hereinafter called the Mortgagee, Witnesseth: That said Mortgagor in consideration of three hundred and twenty-five and 00/100 (\$325.00) Dollars to the mortgagee paid by the Mortgagee does hereby convey to the said Mortgagee those certain premises with the appurtenances, hereditaments rents and profits, situated in the County of Skamania, State of Washington, described as follows, to wit: The South half of the Northeast quarter and the North half of the Southeast quarter of Section nineteen, township two north of range five East of W.M.; The South half of the Northwest quarter and the North half of the southwest quarter in Section twenty, township two north of range five east of W.M., containing in all 320 acres.

The condition of the foregoing conveyance is such, that, the mortgage executed to the Mortgagee a promissory note which is in substance as follows:

\$325.00

Portland, Oregon, August 5, 1908

On the 5th day of August 1909 without grace, for value received, I promise to pay to the order of G.Orlo Jefferson at the office of A.F.Flegel at Portland, Ore. the sum of Three Hundred twenty five & 00/100 Dollars in Gold coin of the United States with interest thereon from date until paid at the rate of 8 per cent per annum, said interest payable semi-annually and in case said interest or any part thereof is not paid when due and payable then the whole of said principal and interest shall forthwith become due and payable at the election of the holder of this note. And in case suit or action is instituted to collect this note or any portion thereof, I promise to pay such sum as the Court may adjudge reasonable as attorneys fees in said suit or action.

C.D.Weichman

M.M.Weichman

Now therefore, if the Mortgagor shall pay said promissory note in accordance with its terms, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this conveyance to be void, but otherwise to remain a mortgage, and as such to be subject to foreclosure; it being agreed that any default in the payments or agreements herein contained shall give to the Mortgagee the option, without notice to the Mortgagor, to declare the whole amount due or unpaid on this mortgage at once due and payable; and that, if the Mortgagor shall fail to pay any of the encumbrances or liens as herein provided, the mortgagee shall have the option to pay the same and the payment so made shall be added and become part of the amount secured by this mortgage, and draw interest at the rate of ten per cent per annum, payable quarterly without waiver, however, of any rights arising from any breach of any of the covenants herein. And it is expressly agreed that the agreements, covenants and obligations of said Mortgagor and the rights and privileges of said Mortgagee herein contained shall be the agreements, covenants and obligations and the rights privileges of their respective successors, executors and administrators.

Witness the signatures and seals of the Mortgagor hereto affixed.

Executed in the presence of the following witnesses:

C.E.Rindt

C.D.Weichman (Seal)

Phebe Rindt

M.M.Weichman (Seal)

State of Oregon

County of Washington, ss. Be it remembered that on this 7th day of August 1908 before me the undersigned, a Notary Public within and for the said County and State, personally appeared the within named C.D.Weichman and M.M.Weichman, his wife, personally known to me to be the individuals described in and who executed the within instrument and to me acknowledged that they executed the same freely and voluntarily and without fear and compulsion from anyone. In Witness Whereof, I have hereunto set my hand and seal the day and year in this certificate written.

(Notarial Seal)

C.E.Rindt, Notary Public for Oregon

My Commission expires Dec. 31st 1909

Residing in Rinton therein

Filed for record by A.F.Flegel on Aug. 13th 1908 at 1.15 P.M.