

dQCH

Satisfied Pg 431 BK H 3-20-09

Fifteen hundred fifty-five feet, thence south (790) seven hundred ninety feet, thence east (200) Two hundred feet, thence north (170) one hundred seventy feet, thence east (100) one hundred feet, thence South (170) one hundred seventy feet, thence east (360) Three hundred sixty feet, thence south (1290) Twelve hundred ninety feet, thence east (1980) *hook* nineteen hundred eighty feet to place of beginning. 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 Herbert Graham heirs and assigns forever.

This Conveyance is intended as a mortgage, to secure the payment of the sum of Twelve hundred seventy Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a copy, to-wit:

\$150.00

Home Valley Wash. Aug.29, 1908.

On or before July 1st 1909 for value received I promise to pay to Herbert Graham or order, the sum of One hundred fifty Dollars with interest at the rate of eight per cent. per annum. If the interest is not paid when due, it shall be compounded with the principal and bear like interest, principal and interest payable in United States Gold Coin, and in case suit is instituted to collect this note, or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees, to be taxed as part of such suit, for the use of plaintiff's attorney.

Copy

A.B. Hutcheson

\$1120.00

Home Valley, Wash. Aug.29, 1908.

On or before August 29, 1909 for value received I promise to pay to Herbert Graham at Home Valley, Wash. or order, the sum of Eleven hundred twenty Dollars with interest at the rate of eight per cent. per annum. If the interest is not paid when due, it shall be compounded with the principal and bear like interest, principal and interest payable in United States Gold Coin, and in case suit is instituted to collect this note, or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorney's fees, to be taxed as part of such suit, for the use of plaintiff's attorney.

Copy

A.B. Hutcheson.

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 Herbert Graham 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 A.B. Hutcheson 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 he hereunto set his hand and seal this 29th day of August, A.D.1908.

Signed, Sealed and Delivered)
in presence of)
B.M. Hawley)
Frank Davids.)

A.B. Hutcheson (Seal)

State of Washington,) ss.
County of Skamania.)

I, B.M Hawley do hereby certify that on this 29th day of August, A.D. 1908, before me personally appeared A.B.Hutcheson to me known to be the individual described in and who executed the within instrument and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of August A.D.1908.
(NOTARIAL) B.M. Hawley,
(SEAL) Notary Public in and for the State of Washington.
Filed for record by B.M. Hawley on August 31, 1908 at 11:15 A.M.
A. Fleischhauer,
County Auditor.