

Darting to Haynes

This Indenture Made this first day of September in the year of our Lord one thousand nine hundred and eight Between Ralph E. Darting and Omega Darting his wife, the parties of the first part and Alma J. Haynes, party of the second part; Witnesseth, That the said parties of the first part for and in consideration of the sum of twenty-five hundred (\$2500.00) 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 his heirs and assigns the following described tract parcel of land lying in the County of Skamania and State of Washington and particularly described as follows to-wit: The East half of the Northwest quarter of the Southwest quarter ($E\frac{1}{2}$ of $NW\frac{1}{4}$ of $SW\frac{1}{4}$) of Section 21, Tp. 3 N. R. 10 E. W. M. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of twenty-five hundred (\$2500.00) Dollars with interest thereon in like gold coin at the rate of 7 per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date Sept. 1 1908 made by Ralph E. and Omega Darting payable to the order of Alma J. Haynes 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 portion thereof, when the same shall become due and payable, according to the terms thereof, then the said party of the second part, his 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 then be 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 party of the first part, their heirs or assigns. And in any case or other proceedings that may be had for the 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 to include in the judgment that may be recovered, reasonable counsel fees and charges of attorneys and counsel employed in such foreclosure suit (or in case settlement or payment being made after suit has been commenced and before the final decree has been entered thereon a reasonable attorneys fee of --- dollars in gold coin shall be taxed as part of the costs in such suit) as well as all payments that the said party of the second part his heirs executors or administrators or assigns may be obliged to make for himself or his 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.F. Cash

Ralph E. Darting (Seal)

Omega Darting (Seal)

State of Washington

County of Skamania, ss. This certifies that on this first day of September 1908 before me, W.F. Cash, a Notary Public in and for the State of Washington, personally came Ralph E. Darting and Omega Darting his wife, 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 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 Washington, residing at
Underwood

Filed for record by W.F. Cash on Sept. 8th 1908 at 3.15 P.M.

A. Fleischhauer, Co. Auditor