

Satisfied

Pg 461 BK K  
3-29-12

Sloat to Jefferson.

This Mortgage, made this 23rd day of September, 1908, by Emma Sloat and Walter G. Sloat, her husband, of Portland, Oregon, hereinafter called the Mortgagor to G. Orlo Jefferson, of the same residence, hereinafter called the Mortgagee, WITNESSETH: That said Mortgagor, in consideration of Two hundred & 00/100 (\$200.00) Dollars to the Mortgagor paid by the Mortgagee, does hereby convey to the Mortgagee those certain premises, with the appurtenant tenements, hereditaments, privileges, rents and profits, situated in the County of Skamania and State of Washington and described as follows, to wit: Lots one (1), two (2) and three (3) and the northeast quarter ( $\frac{1}{4}$ ) of the southwest quarter ( $\frac{1}{4}$ ) of section thirty-one (31), township three (3) north of range seven (7) east of the Willamette Meridian. The Mortgagor hereby covenants with the Mortgagee that the Mortgagor is lawfully seized of said premises, and now has a valid, unencumbered fee simple title thereto, and will forever warrant and defend the same against all persons. The condition of the foregoing conveyance is such, that, whereas the Mortgagor executed to the Mortgagee a promissory note, which is in substance as follows:

\$200.00

Portland, Oregon, September 23, 1908.

On the 23rd day of September, 1910, without grace, for value received, I promise to pay to the order of G. Orlo Jefferson at the office of A. F. Flegel 402-408 Bailing Building, Portland, Oregon--the sum of two hundred & 00/100 Dollars in Gold Coin of the United States, with interest thereon from date until paid, at the rate of ten per cent per annum; said interest payable semi-annually And in case said interest or any part thereof, is not paid when the same becomes due and payable, then the whole of said principal sum 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 attorney's fees in said suit or action. This note may be paid at any time by paying 90 days advance interest.

(Sd.) Emma Sloat  
(Sd.) Walter G. Sloat.

And whereas, the Mortgagor hereby covenants and agrees to pay all said sums of money specified in said note, as therein designated, and to pay all encumbrances and liens of every kind which may become due and payable on said premises, and also all taxes on this mortgage, or the moneys thereby secured, and also, that the Mortgagor will not commit or suffer any waste upon said premises, and will keep the same in a reasonable state of repair.

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 to be done, the Mortgagee shall have the option to pay the same, and the payment so made shall be added to 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 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 and privileges of their respective successors, heirs, assigns, executors and administrators.

Witness the signature and seal of the above named Mortgagor hereto affixed.

Executed in the presence of the  
following witnesses: John W. Reynolds.  
M. Boskowitz.

Emma Sloat (Seal)  
Walter G. Sloat (Seal)