

Satisfied

Adams to Wright.

Pg 121 Bk 1
12-13-09

This Indenture Made this 5th day of February in the year of our Lord one thousand nine hundred and eight between C.F.Adams and L.A.Adams (husband and wife) of Skamania Co.Wash., parties of the first part and D.W.Wright of Washeugal, Clarke County, Wash. party of the second part, Witnesseth:

That the said parties of the first part for and in consideration of the sum of One thousand (1000.00) 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, convey and warrant unto the said party of the second part and to his heirs and assigns the following described tract or parcel of land lying and being in the county of Skamania and State of Washington and particularly bounded and described as follows, to-wit:

The North East Quarter of Section Seventeen (17) in Township One (1) North of Range Five (5) East of the Willamette Meridian, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

This conveyance is intended as a mortgage to secure the payment of One thousand (1000.00) Dollars lawful money of the United States, together with interest thereon at the rate of six per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date February 5th 1908 made by C.F.Adams and L.A.Adams payable five years after date interest payable annually, also any amount can be paid on the principal after three years, to the order of D.W.Wright, 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, his heirs, executors, administrators and 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, on either said note or this mortgage, said party of the second part, his heirs, executor, administrators or assigns shall have the right to have included in the judgment which may be recovered the sum of \$50.00 as attorneys fees, to be taxed as part of the costs of such suit, as well as all payments which the said party of the second part his heirs, executors, administrators or assigns may be obliged to make for his 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, his heirs, executors, administrators or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured thereby, 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 hereunto set their hands and seals the day and year first above written.

Singed, sealed and delivered in presence of

Thos S.Keep

C.F.Adams (Seal)

C.W.McClure

Mrs.L.A.Adams (Seal)

State of Washington

County of Clarke, ss. I, Thos S.Keep, a Notary Public in and for said State, do hereby certify that on this 5th day of February 1908 personally appeared before me C.F.Adams and L.A.Adams, (husband and 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 uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year