

Learned to Hamilton

This Indenture Witnesseth that we, Edwin A. Learned and May Learned his wife, of Stevenson, Washington in consideration of One Thousand Dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do grant, bargain sell and convey unto the said Myrtle Hamilton the following described real premises, to-wit:

The West half ($\frac{1}{2}$) of the Southeast quarter ($\frac{1}{4}$) and the Southeast quarter ($\frac{1}{4}$) of the Southwest quarter ($\frac{1}{4}$) of Section Twenty-four (24) in Township three (3) North of Range Seven (7) East of the Willamette Meridian, containing 120 acres more or less and situated in Skamania County State of Washington. 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 Myrtle Hamilton, her heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of One thousand Dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$1000.00

Stevenson, Wash. November 24. 1908

On or before five years after date, for value received we promise to pay to the order of Myrtle Hamilton One thousand dollars with interest thereon payable annually at the rate of 8 per cent per annum from date; and if not so paid the whole sum of both principal and interest to become immediately due and collectable at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest, principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note or any portion thereof, we promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees to be taxed as a part of the costs of such suit for the use of plaintiffs attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note. It is further agreed that six months interest will be paid in advance if maker pays the indebtedness secured by this note before the expiration of five years from date hereof.

Edwin A. Learned

May Learned.

Now if the sums of money due upon said promissory note be paid according to the agreement 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 Myrtle Hamilton, or her legal representatives 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 including a reasonable attorneys fee in such action and the surplus if any there be pay over to the said Edwin A. Learned and May Learned, their 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 we hereunto set our hands and seals this 24th day of November A.D. 1908

Signed, sealed and delivered in presence of

Preston Ash

Edwin A. Learned (Seal)

Geo. E. O'Byron

May Learned. (Seal)

State of Washington

County of Skamania/ss. I, Geo. E. O'Byron do hereby certify that on this 24th day of November 1908 before me personally appeared the within named Edwin A. Learned and May Learned his wife, to me known to be the individual described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses

I hereby certify that the within mortgage, the same having been fully paid and is hereby acknowledged by Myrtle Hamilton on Sept 26, 1910.