

Satisfied
Pg 717 Bk 1
9-22-10

Monroe Vallett to Bank of Stevenson.

This Indenture, Made this 8th day of December in the year of our Lord one thousand nine hundred and eight Between Monroe Vallett, a single man, party of the first part, and Bank of Stevenson, a corporation of the State of Washington, party of the second part: Witnesseth, That the said party of the first part, for and in consideration of the sum of One hundred and sixty five Dollars lawful money of the United States, to him 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 its successors 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:

"Commencing at a point 31.47 chains East of the South-west corner of the North half of the Henry Shepherd Donation Land Claim. Said corner being situated 15.75 chains East and 20.97 chains North of the quarter Section corner to Sections 1 and 36. Township 2 and 3 North Range 7 East; thence North 17 degrees 7 minutes West 24.52 chains to North-west corner, thence East 21.33 chains to North-east corner; thence South 17 degrees 7 minutes East 24.52 chains to Southeast corner; thence West 21.33 chains to South-west corner or place of beginning and containing 50 acres." 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 hundred and sixty-five Dollars, lawful money of the United States, together with interest thereon at the rate of 10 per cent. per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date December 8, 1908, made by Monroe Vallett, payable One year after date to the order of Bank of Stevenson, 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, its heirs, successors, executors, administrators or 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 the other sums hereby secured. In any suit or other proceeding which may be had for the recovery of the amount due, on either said note or this mortgage, said party of the second part, its heirs, successors, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered, the sum of \$35.00 as attorney's fees, to be taxed as part of the costs in such suit, as well as all payments which said party of the second part, its heirs, executors, administrators, successors and assigns may be obliged to make for themselves 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 its heirs, executors, administrators, successors 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 hereby including taxes, insurance or other lawful assessment 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 party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered)
in the presence of)
Frank A. Wachter.)
Geo. E. O'Bryon.)

Monroe Vallett (Seal)