

dqch

Satisfied Pg 564 *OK M*
5-19-15

the SE $\frac{1}{4}$ of Sec.17 and the SE $\frac{1}{4}$ of Sec.8 in T.2 N of R.7 E. of the Willamette Meridian, containing 315 a. more or less, situated in Skamania County, Washington. Together with the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining, and also all the estate, right, title and interest of the said part of the first part of, in and to the same. To have and to hold the hereinbefore described granted and bargained premises with the appurtenances unto the said part of the second part, their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of three thousand and no/100 dollars in accordance with the tenor of a certain promissory note of which the following is substantial a copy, to-wit:

\$3000.00 East Portland, Oregon Nov. 23 1908

One year after date without grace, for value received, we promise to pay to A.W. Lambert, Agent or order, at Portland, Or. Three thousand and no/100 Dollars and interest thereon from date at the rate of eight per cent per annum from date until paid, all in U.S. Gold Coin. And we further agree to pay all taxes and assessments which may be levied or assessed to the holder of this note on account thereof. And in case suit or action is instituted to collect this note or any part thereof, to pay such further sum as the Court may adjudge reasonable as attorneys fees in said suit or action.

D.J. Finn
Agnes Finn

Now, Therefore, if the said promissory note, principal and interest and Attorneys fees----- shall be paid when the same shall become due according to the terms and conditions in said promissory note and of this indenture, then this indenture shall be void, but in case default shall be made in the payment of the principal and interest or attorneys fees mentioned in said promissory note or any part thereof or in case default shall be made in the payment of any sum that may become due and payable as hereinafter provided, then the said part of the second part---executors, administrators and assigns are hereby empowered to sell the premises above described 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 said principal and Attorneys fees and such other sums as may be due hereunder, together with the costs and charges of making such sale; and the overplus if any, pay on demand to the part of the first part heirs or assigns.

It is also expressly understood that if any sum made payable by the terms of said promissory note, or becoming due hereunder, shall remain unpaid for a period of----- after the same shall have become due and payable, then the parties of the second part their executors, administrators and assigns may foreclose this mortgage at any time thereafter. And the said----- heirs, executors and administrators do covenant and agree to pay unto the said part of the second part, their executors, administrators or assigns, the said sum of money as above mentioned.

In Witness Whereof we have hereunto set our hand and seal the day and year first above written. Signed, sealed and delivered in presence of us as witnesses:

H.M. Lambert D.J. Finn (Seal)
O.S. Fullerton Agnes Finn (Seal)

State of Oregon
County of Multnomah, ss. This Certifies that on this 23rd day of November 1908 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named D.J. Finn and Agnes Finn, husband and wife, who are known to me to be the identical persons described in and who executed the within instrument and acknowledged that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and official seal the day and year last written.
(Notarial Seal) O.S. Fullerton, Notary Public, Ore
Filed for record by O.S. Fullerton on Dec. 21st 1908 at 1.15 P.M.

A. Fleischhauer, Co. Auditor