

Johnson to Hazard

This Indenture Witnesseth that Henry Johnson a single man, in consideration of fifty four and 40/100 Dollars to me in hand paid, the receipt whereof is hereby acknowledged have bargained and sold and by these presents do grant, bargain, sell and convey unto Harry Hazard the following described real estate situated in the County of Skamania, State of Washington, to-wit:

Lot Five of Block Eight in River View Addition to the Town of Stevenson, according to the official plat of said Addition now on file and of record in the office of the Auditor for Skamania County, also that part of land lying between the North side of said above mentioned Lot five and the present Co. Road in Sec. 1, Tp. 3 N. R. 7 E. W. M.. Together with tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to have and to hold the same with the appurtenances unto the said Harry Hazard, his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of fifty four and 40/100 Dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$54.40

Stevenson, Wash Aug. 11th 1908

One Year after date for value received, I promise to pay to the order of Harry Hazard the sum of fifty four and 40/100 Dollars with interest thereon payable annually at the rate of 10 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. And in case suit is instituted to collect this note or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees, to be taxed as part of the costs of such suit, for the use of plaintiffs attorney. It is specially agreed that a deficiency judgment may be taken in a suit upon this note.

his
Henry X Johnson
mark

Now if the sums of money due upon said promissory note be paid according to the agreements 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 Harry Hazard or his legal representative 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, and the overplus if any there by pay over to said Henry Johnson, his heirs or assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness Whereof I have hereunto set my hand and seal this 11th day of Aug. 1908

Signed, sealed and delivered in presence of

E. Swisher

A. Fleischhauer

State of Washington

County of Skamania, ss. I, the undersigned authority do hereby certify that on this 11th day of August 1908 before me personally appeared the within named Henry Johnson, to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of Aug. 1908

(Sup. Court Seal)

A. Fleischhauer, Clerk of Sup. Court

Skamania Co. Wash.

Filed for record by H. Hazard on Jan. 15th 1909 at 8.30 A.M.

A. Fleischhauer

Co. Auditor

I hereby cancel the within mortgage the sum hereby being paid out 6.1910
Attest A. Fleischhauer Clerk of Court

1.25
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