

Satisfied
Pg 37 Bk K
7-20-11

Peck to Aldrich.

THIS INDENTURE, Made this 27th day of December in the year of our Lord one thousand nine hundred and eight between Fred S. Peck and Elizabeth Peck husband and wife of Klickitat county, State of Washington parties of the first part, and Stanley M. Aldrich and Freda S. Aldrich his wife of Clarke County, Washington parties of the second part.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Fifteen Hundred (1500) Dollars lawful money of the United States; to thm in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell, Convey and Warrant unto the said parties of the second part, and to their 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 Southeast quarter of the Southeast quarter; the North half of the Southwest quarter of the Southeast quarter; and the North half of the South half of the Southwest quarter of the southeast quarter of Section Eight (8) in Township One (1) North of Range Five (5) East of the Willamette Meridian, containing Seventy (70) 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 fifteen hundred (1500) 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 one certain promissory note bearing date December 27th 1908, made by said Fred & Elizabeth Peck payable on or before two years after date to the order of Stanley M. and Freda S. Aldrich 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 parties of the second part their heirs, 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 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 parties of the second part, their heirs, executors, administrators or assigns shall have the right to have included in the judgment which may be recovered the sum of \$150.00 as attorney's fees, to be taxed as part of the costs in such suit, as well as all payments which the said parties of the second part, their heirs, executors, administrators and assigns may be obliged to make for their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof. And the said parties of the first part hereby consent to the entry of a deficiency judgment for whatever balance of the judgment debt and costs may remain unsatisfied after the foreclosure sale, if any be made, of the above described premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered)
in the presence of)
J.C. MacInnes)
W.H. Dean)

Fred S. Peck (Seal)
Elizabeth Peck (Seal)

State of Washington)
County of Klickitat) ss

I, J.C. Mac Innes a Notary Public in and for the said State, do hereby certify that on this Fourth day of January 1909, personally appeared before me Fred S. Peck and Elizabeth Peck, his 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