

Satisfied
Pg 413 Bk I
9-13-10

Mineral Springs Hotel Company to D.C. Pelton.

This Indenture, Made this 20th day of January A.D.1909, by and between the Mineral Springs Hotel Company a corporation organized under the laws of Washington, Mortgagor and D.C. Pelton Mortgagee, WITNESSETH, That said Mortgagor for and in consideration of the sum of Twelve Thousand Dollars, to it in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, aliened, released, conveyed and confirmed, and by these presents does bargain, sell, alien, release, convey and confirm unto the said mortgagee, his heirs and assigns forever, all the following described real estate, situated in the County of Skamania and State of Washington, to-wit:

The Southwest quarter of the Northeast quarter and the Northwest quarter of the Southeast quarter of Section Twenty One (21) in Township Three North, Range Eight (8) East W.M. Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold unto the said mortgagee, his heirs and assigns forever.

This conveyance is intended as a Mortgage to secure the payment of the sum of Twelve Thousand Dollars, in accordance with the tenor of a certain promissory note, of which the following is a copy, to-wit:

\$12000.00

Portland, Or. Jan 20, 1909.

Eighteen Months after date, without grace, the Mineral Springs Hotel Company promises to pay to the order of D.C. Pelton at Portland, Oregon, Twelve Thousand Dollars, in Gold Coin of the United States of America, of the present standard value, with interest thereon in like Gold Coin at the rate of ten percent. per annum from date until paid, for value received. Interest to be paid semi annually and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, it promises and agree to pay, in addition to the costs and disbursements, provided by statute, such additional sum, in like Gold Coin, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

(S) Mineral Springs Hotel Company

By E.L. Shipherd President

Attest: R.E. Moody Secretary.

And said mortgagor hereby covenants that it is the owner of said premises in fee simple that they are free from all incumbrance that it will pay all taxes upon said premises at least ten days before the same become delinquent. That it will keep the buildings erected, and to be erected, upon said premises insured against fire in a sum not less than Thirty Four Thousand Five Hundred Dollars in a company acceptable to said mortgagee, and the loss, if any, made payable to said mortgagee, as his interest may appear.

Now the payment of said note, interest, taxes and insurance premiums as herein provided, shall render this conveyance void; but in case default is made in the payment of the interest in said note expressed when the same shall become due, or failure to pay the taxes as herein provided, or in default of the performance of any of the covenants or conditions as herein expressed on the part of the mortgagor, then the whole of the principal sum and the interest accrued at the time default is made or declared, and all taxes upon said premises which the holder of said note shall have paid, or become liable to pay, shall, at the option of the holder of said note, become due and payable, and this mortgage may be foreclosed at any time thereafter.

Now it is agreed by said mortgagor that if the mortgagee be compelled to foreclose this mortgage by reason of any breach of the agreements herein contained, the mortgagee shall