

Richards to Michell

This Indenture Made this 16th day of December in the year of our Lord one thousand nine hundred and eight, bet ween S.S.Richards and Almeda Richards his wife, the party of the first part and P.R.Michell, party of the second part, withesseth: that the said party of the first part, for and in consideration of the sum of One Hundred dollars glod coin of the United states, to us 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 confirm unto the said party of the second part and to his heirs and assigns, the following described tract or parcel of land lying and being in the County of Skamania, State of Washington and particularly described as follows, to-wit:

That part of the E $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 3 North Ranhe 7 East of the, Willamette Meridian containing 21.57 acres more or less now owned by us.

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 dollars gold coin of the United States, together with interest thereon in like gold coin at the rate of 10 per cent per annum from date until paid, according to the tenor of a certain promissory note bearing date ~~###~~ December 1908, made by S.S.Richards and Almeda Richards payable one year after date to the order of P.R.Michell, and these presents shall be void if such payment is 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, his executors administrators or assigns are hereby authorized to declare all of said sums at once due and payable and empowered to sell the said premises, 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 whole of said principal and interest, wether the same shall be then due or not, together with the costs and charges of making such sale, and the overplus if any there be, shall be paid by the party making such sale on demand to the said parties of the first part, their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall be lawful for the said party of the second part, his heirs, executors adminis rators or assigns to include in t the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of twenty five dollars in gold coin (or in case of settlement or payment being made after suit has commenced and before the final decree has been entered thereon, an attorneys fee of -----dollars in gold coin shall be taxed as part of the costs in such suit), as well as all payments that the said party of the second part, his heirs executors administrators or assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges, assessments or incumbrances whatsoever on the said premises or any part thereof.

In Testimony Whereof the said party of the first part have hereunto set our hands and seals the day and year first above written.

Signed, sealed andd elivered in presence of

Geo.F.O'Bryon

S.S.Richards (Seal)

George Richards.

Almeda Richards (Seal)

State of Washington

ounty of Skamania, ss. This is to certify that on this 16th day of December 1908 before me,

Geo.F.O'Bryon, a Notary Public in and for the state of Washington, duly commissi oned and sworn,

personally came S.S.Richards and Almeda Richards his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein

I hereby release this within mortgage, the same having been fully paid Dec 1910.