

Foster to Kee

This Indenture Made this 17th day of April in the year of our Lord one thousand nine hundred and nine between I.I.Foster and Flora A.Foster his wife, the parties of the first part and William Kee, party of the second part, Witnesseth that the said parties of the first part for and consideration of the sum of five hundred and seventy five Dollars gold coin of the United States to them 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 described as follows to-wit: The Northwest quarter of the Northwest quarter and Lot No. eight, all in section one (1) Township (2) North of Range seven (7) East of Willamette meridian, excepting a strip of land three hundred feet (300) wide on the east side thereof, and also excepting nine (9) acres in the Southeast corner of said tract, heretofore deeded to B.R. Frazier, and also excepting five acres on the south side of said tract deeded to R.L. Nicholson, containing twenty three acres more or less. Together with all and singular the tenements hereditaments and appurtenances therunto belonging This conveyance is intended as a mortgage to secure the payment of five hundred and seventy five 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 April 17th 1909 made by I.I.Foster and Flora A.Foster, payable on or before two years after date to the order of William Kee, 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 party of the second part, his executors administrators and assigns, are hereby empowered 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 whether the same shall then be 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 upon demand to the said party 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 and interest on either said note or this mortgage it shall and may be lawful for the said party of the second part to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of fifty Dollars in gold coin (or in case settlement or payment being made after suit has commenced and before the final decree has been entered thereon an attorneys fee of thirty five 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 or administrators or assigns may be obliged to make for themselves or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premise or any part thereof.

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 presence of

J.W. Attwell

I.I. Foster (Seal)

Geo. E. O'Bryon

Flora A. Foster (Seal)

State of Washington

County of Skamania, ss. This is to certify that on this 17th day of April 1909 before me, Geo. E.

O'Bryon, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally

I hereby certify that the within mortgage is duly recorded in the office of the County Clerk of Skamania County, Washington, on the 17th day of April 1909.