

said suit or action and the mortgagors agree to pay said sums of money hereby secured and agrees that a deficiency judgment may be had against said mortgagors in a suit or action to foreclose this mortgage by the holder of the aforesaid note or he may waive his security and recover directly upon said note.

In Witness Whereof we have hereunto set our hands and seals this 14th day of April A.D.1909

Executed in the presence of us as witnesses:

Mrs. Jeanette Osborn

Bernard A. Haffey (Seal)

T. H. Ward

Clancie G Haffey (Seal)

State of Oregon

County of Multnomah, ss. I, T. H. Ward a Notary Public in and for the State of Oregon, residing at

Portland County of Multnomah, State of Oregon, do hereby certify that on this 14th day of

April 1909 personally appeared before me Bernard A. Haffey and Clancie G Haffey 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 voluntary act and deed for the uses

and purposes therein mentioned. My notarial Commission expires December 3, 1910

Given under my hand and official seal this 14th day of April 1909

T. H. Ward, Notary Public for the State of Oregon

(Notarial Seal)

residing at Portland, therein

Filed for record by W. Duggan on April 27th 1909 at 8.30 A.M.

A. Fleischhauer

Co. Auditor

1.80

*Satisfied*  
Pg 120 BK 1  
12-6-09

Cline to Moriarty.

This Indenture Witnesseth that Robert Cline a single man, in consideration of Twelve hundred and fifty (\$1250.00) 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 Catherine Moriarty the following described real premises, to-wit:

Lots twenty one (21) and twenty-two (22) in Block One (1) in the original town of Stevenson, as shown by official plat thereof on file and of record in the office of the Auditor of Skamania County Washington. Together with tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, to have and to hold the same, with the appurtenances unto the said Catherine Moriarty, her heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of twelve hundred and fifty (\$1250.00) Dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$1250.00

Stevenson, Wash. April 28th 1909

On or before January 1st 1910 after date of value received I promise to pay to the order of Catherine Moriarty twelve hundred fifty (\$1250.00) Dollars with interest thereon payable annually at the rate of 8 per cent per annum from date, 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. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in lawful money of the United States. 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 a part of the costs of such suit, for the use of plaintiffs attorneys. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

Robert Cline

Now if the sums of money due upon said promissory note be paid according to the agreements