

*Satisfied*

Pg 88 BK 1  
10-14-09

Sweeney to Bank of Stevenson.

This Indenture, Made this Eighteenth day of May in the year of our Lord one thousand nine hundred and nine between John F. Sweeney, and Mary E. Sweeney, his wife, of Stevenson, Washington, parties of the first part, and Bank of Stevenson, a Washington corporation, of Stevenson, Washington, party of the second part: Witnesseth, That the said parties of the first part, for and in consideration of the sum of Five Hundred and no/100 (\$500.00) Dollars lawful money 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 Warrant unto the said party of the second part, and to its successors 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 Northeast Quarter of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter and Lots numbered Five and Six of Section Thirty-one in Township Three North of Range Eight East of W.M., excepting therefrom a strip of land heretofore deeded to the Spokane, Portland and Seattle Railway company for right of way, and excepting a strip of land six hundred feet wide and fifteen hundred feet long, bounded on the north by the north line of the above described property, on the west by a line parallel to and three hundred feet west of the center line of the lead of the Columbia Gold and Copper Mining Company's mine, and on the east by a line parallel to and three hundred feet east of the center line of the said lead, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

This Conveyance is intended as a Mortgage to secure the payment of Five Hundred and no/100 (\$500.00) Dollars, lawful money of the United States, together with interest thereon at the rate of One per cent. per month from date until paid, according to the terms and conditions of a certain promissory note bearing date May 18th. 1909, made by John F. Sweeney & Mary E. Sweeney payable six months after date to the order of Bank of Stevenson 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, its successors 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 party of the second part, its successors or assigns shall have the right to have included in the judgment which may be recovered the sum as the court may adjudge reasonable as attorney's fees, to be taxed as part of the costs in such suit, as well as all payments which the said party of the second part, its successors and assigns may be obliged to make for its or their security by insurance or on account of any taxes, charges, incumbrances or assessments whatsoever on the said premises or any part thereof.

In case of the foreclosure of this mortgage, the party of the second part, its successors or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby, including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof, and to the costs of such foreclosure suit.

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  
Mrs. Geo. A. Sweeney  
Raymond C. Sly

J.F. Sweeney (Seal)  
Mary E. Sweeney (Seal)