

Satisfied

Pg 174 BK1

2-11-10

Powers, to Whitehorn

This Indenture made this 15th day of May 1909 between Nannie Powers, a widow of the County of Multnomah, State of Oregon party of the first part, and Thomas Whitehorn, of the County of Benton State of Oregon party of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of two hundred and fifty dollars, the receipt whereof is hereby acknowledged, do hereby give grant, bargain sell and convey unto the said party of the second part, his heirs and assigns forever all that parcel of real estate in the County of Skamania and State of Washington, described as follows:

All of my undivided two thirds interest in the following described property-to-wit:

The Northeast quarter of the Northwest quarter, the West half of the Northeast quarter, the Southeast quarter of the Northeast quarter of section thirty two (32) in Township seven North Range five (5) East of the Willamette Meridian, containing one hundred sixty acres (160), To have and to hold the above described premises with all the rights, easements and appurtenances thereto belonging unto the said party of the second part his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of two hundred and fifty Dollars in accordance with the tenor of a certain promissory note of which the following is a substantial copy, to-wit:

\$250.00

Portland, Oregon, May 15th 1909

On Year after date without grace I promise to pay to the order of Thomas Whiteside two hundred fifty dollars for value received, with interest after-----at the rate of 10 per cent per annum until paid. Principal and interest payable in U.S. Gold coin at Portland, Oregon and in case suit or action 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 in said suit or action.

Nannie Powers.

And the Mortgagor hereby covenants and agree to and with the said mortgagee his heirs and assigns That she will pay all moneys specified and provided in said promissory note, that she will pay all taxes, rates assessments charges or liens that may be made, claims charges or liens upon said premises or any part thereof before the same become delinquent or payable and not permit any waste of the property hereby mortgaged, that there are no liens or incumbrances on said premises Now therefore if the Mortgagor shall pay all sums in said note mentioned and all said charges taxes liens and shall in all respects satisfy and perform all of the foregoing covenants, this mortgage shall be void. But if said mortgagor shall fail to pay said note or in any respect shall fail to comply with or perform any of the covenants, then as often as a breach thereof shall occur the said mortgagee heirs and assigns may declare the whole of the principal sum then unpaid to be at once due and payable together with all accrued and accruing interest and thereafter said mortgagee, heirs and assigns may foreclose this mortgage. It is further expressly understood that should the mortgagor fail to pay any insurance premium, or any taxes, assessments, rates, liens or other charges upon said premises, the said mortgagee heirs or assigns may, at their option, pay the same and all amounts so paid with interest thereon at ten per cent per annum, shall be added to and become a part of the debts hereby secured without waiver however of any rights arising from the breach of any covenant herein. That the mortgagor upon foreclosure shall pay a reasonable attorneys fee for the benefit of the Mortgagee, due and payable upon commencement of suit, the same to be a lien secured by this mortgage.

In Witness Whereof I have hereunto set my hand and seal this 15th day of May 1909

Executed in the presence of us as witnesses:

W.M. Conklin

Nannie Powers (Seal)

Lillian B. Powers

State of Oregon

County of Multnomah, ss. This certifies that on this 15th day of May 1909 before me, the