

Satisfied
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Frazier to Bank

5-11-10

This Indenture Made this second day of June in the year of our Lord one thousand nine hundred and nine between B.R.Frazier and Mary Frazier his wife of Stevenson Washington, parties of the first part, and Bank of Stevenson a corporation, party of the second part, Witnesseth: That the said parties of the first part for and in consideration of the sum of two hundred and no/100 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 State of Washington and particularly described as follows:

The Northeast quarter of the Northeast quarter of section thirty six (36), except six and one half (6½) acres therefrom heretofore deeded to Geo. Nix and the southwest quarter of the Southeast quarter of section twenty five, all in township three North of Range seven and one half East of Willamette Meridian, containing in all seventy three and one half 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 two hundred and no/100 dollars, lawful money of the United states, together with interest thereon at the rate of ten per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date June 2nd 1909, made by B.R.Frazier and Mary Frazier, payable one or before one year after date to the order of the 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 proceedings which may be had for the recovery of the amount due on either this note or this mortgage, said party of the second part or its successors or assigns shall have the right to have included in the judgment which may be recovered the sum adjudged by the Court to be reasonable as attorneys 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 or 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 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 presence of

Raymond C. Sly

L.F. Iman

State of Washington

B.R.Frazier (Seal)

her

Mary X Frazier (Seal)

mark

County of Skamania, ss. I, Raymond C. Sly, a Notary Public in and for the said State do hereby certify that on this second day of June 1909 personally appeared before me B.R.Frazier and Mary Frazier, 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.