

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed this conveyance shall be void ;but in case default be made in the payment of the principal or interest as therein provided, then the said John Wachter or his legal representatives may sell the premises above described with all and every of the appurtenances or any part thereof in the manner provided by law and out of the money arising from such sale retain the said principal and interest together with the costs and charges of making such sale as well as all payments which the said second party his heirs executors administrators or assigns may make for themselves or thier security by insurance, taxes, charges, incumbrances or assessments whatsoever on said premises, and the surplus if any there be, pay over to the said Catherine Moriarty, her heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof

In Witness whereof we hereunto set our hands and seals this 10th day of November 1909

Signed, sealed and delivered in presence of

Raymond C. Sly

Catherine Moriarty (Seal)

E. Swisher

D. Moriarty (Seal)

State of Washington

County of Skamania, ss. I, the undersigned authority do hereby certify that on this 10th day of November 1909 before me personally appeared the within named Catherine Moriarty and D. Moriarty her husband 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.

Given under my hand and official seal this 10th day of November 1909

A. Fleischhauer, Clrk of Sup. Court, Skamania Co. Wash.

(Seal of Court)

by E. Swisher, Deputy

Filed for record by John Wachter on Nov. 10th 1909 at 9.30 A.M.

A. Fleischhauer

Co. Auditor

*Satisfied*  
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Hickox to Hickox

This Indenture Witnesseth that we, T.M. Hickox and Lucius L. Hickox, both unmarried, parties of the first part, for and in consideration of the sum of two thousand three hundred forty dollars to us in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto Mrs. Sarah A. Hickox, party of the second part the following described premises to-wit:

The East half of the Northeast quarter of Section 7 Township 1 North of Range 5 East of the Willamette meridian in Skamania County Washington. Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said Mrs. Sarah A. Hickox and her heirs and assigns forever.

This conveyance is intended as a mortgage to secur the payent of the sum of two thousand three hundred and forty dollars in accordance with the tenor of a certain instrument of writing of which the following is a copy, to-wit:

\$2340.00

Hood River, Oregon December 1st 1909

Five years after date, withour grace, I, we or either of us promise to pay to the order of Mrs. Sarah A. Hickox at the office of the Butler Banking Compnay, Hood River, Oregon, twenty three hundred and forty dollars in Gold coin of the united states of the present standar value, with interest thereon in like gold coin at th rate of 8 per cent per annum from date until paid for value