

Satisfied
Pg 28 BK K

Moriarty to Gerke.

THIS INDENTURE WITNESSETH, that Catherine Moriarty in consideration of Seven Hundred fifty (\$750.00) Dollars to me in hand paid, the receipt where of is hereby acknowledged, have bargained, sold and conveyed, and by these presents do bargain, sell and convey unto H.W.Gerke the following described premises, towit: All of Lots Six (6) Seven (7) Eight (8) Nine (9) Ten (10) and eleven (11) all in Block Numbered Five (5) of Riverview Addition to the Town of Stevenson, County of Skamania, State of Washington, According to the recorded plat of same recorded in the Auditor's office of said County and State. 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 H.W.Gerke his heirs and assigns forever.

THIS CONVEYANCE is intended as a second mortgage, to secure the payment of the sum of Seven Hundred fifty (750.00) Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note, of which the following is a substantial copy, towit:

\$750.00

Portland, Oregon, Dec. 11, 1909.

On or before one year after date, for value received I promise to pay to the order of H.W. Gerke Seven Hundred fifty (\$750.00) Dollars, with interest thereon payable semi annual 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 collectable 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 attorney's fees, to be taxed as a part of the costs of such suit, for the use of plaintiff's attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

Catherine Moriarty

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 H.W.Gerke or his legal representative 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 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 I hereunto set my hand and seal this 11th day of December A.D.1909.

Signed, Sealed and Delivered)

in presence of)

A. D. Stout)

R.B.Carey)

State of Oregon,)

) ss.

County of Multnomah.)

Catherine Moriarty (Seal)

I, R.B.Carey do hereby certify that on this 11th day of December, A.D.1909, before me personally appeared Catherine Moriarty to me known to be the individual described in and who executed the within instrument and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of December A.D.1909

(NOTARIAL)
(SEAL))

R.B.Carey

Notary Public in and for the State of Oregon,
Residing at Portland in said County.

Filed for record by E. Swisher on December 16, 1909 at 1:15 P.M.

A. Fleischhauer, Co. Auditor.

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