

Satisfied
Pg 15 Bk M
8- 1913

Cash to Sealey

This Indenture Made this 30th day of June 1909 between W.F.Cash and Lettie B.Cash husband and wife, the parties of the first part and Frank M.Sealey, the party of the second part, Witnesseth That the said parties of the first part for and in consideration of one hundred and eighty seven dollars and fifty cents (\$187.50) gold coin of the United States, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell convey and confirm unto the said party of the second part and to his heirs and assigns the following described tract or parcel of land lying and being in the County of Skamania State of Washington and described as follows, to-wit:

All of Lot number sixteen (16) of Sealey's subdivision of the southwest quarter of Section nineteen (19) in Township three (3) North of Range ten (10) East of Willamette meridian. Together with all and singular tenements her ditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of the sum of one hundred eighty seven dollars and fifty cents, together with interest thereon in like gold coin at the rate of 7 per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date the June 30th 1909 made by W.F.Cash and Lettie B.Cash, payable to the order of Frank M.Sealey, 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, then the said party of the second part his executors administrators and assigns are hereby empowered to sell the said premises and all and every of the appurtenances or any part thereof in the manner prescribed by law and out of the money arising from such sale to retain the said principal and interest whether the same shall then be due or not, together with the costs and charges of making such sale, and the overplus if any there be, shall be paid by the party making such sale on demand to the said party of the first part their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum of \$25.00 dollars in gold coin, as well as all payments that the said party of the second part his heirs executors or administrators may be obliged to make for his own 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 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

R.W.Pratt

W.F.Cash (Seal)

J.H.Osborn

Lettie B.Cash (Seal)

State of Oregon
County of Hood River, ss. This is to certify that on this 29th day of June 1909 before me, R.W Pratt, a Notary Public in and for the state of Washington personally came W.F.Cash and Lettie B.Cash 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.

Witness my hand and official seal the day and year in this certificate first above written
R.W.Pratt, Notary Public for State of Oregon
(Notarial Seal) residing at Hood River
Filed for record by Hood River Banking Co. on July 12th 1909 at 1.15 P.M.
A.Fleischhauer, Co. Auditor