

Satisfied
Pg 33 BK M
7-3-13

Cummins to Seeley.

This Indenture Made this 25th day of June 1909 between E.M.Cummins and Mary F.Cummins, the parties of the first part, and Frank M. Seeley, the party of the second part, witnesseth: That the said parties of the first part for and in consideration of the sum of six hundred and seventy five (\$675) dollars gold coin 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 and convey 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: All of Lot number five (5) of Seeley's Subdivision of the southwest quarter of Section nineteen (19) in township three (3) North of Range ten (10) East of Willamette Meridian, containing 8.1 acres. Together with all and singular the tenements hereditaments and appurtenance thereunto belonging. This conveyance is intended as a mortgage to secure the payment of the sum of six hundred and seventy five dollars gold coin of the United States together with interest thereon 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 June 25th 1909 made by E.M.Cummins and Mary F.Cummins payable to the order of Frank M. Seeley, 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 his executors administrators or assigns are hereby empowered to sell the said premises with 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 and assigns. And in case suit or other proceedings that may be had for the recovery of said principal and interest on either this 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 reasonable counsel fees and charges of attorneys and counsel employed in such foreclosure suit, as well as all payments that the said party of the second part his heirs executors administrators or assigns may be obliged to make for his or their security by insurance, or on account of taxes, charges 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

E.M.Cummins (Seal)

J.H.Osborne

Mary F.Cummins (Seal)

State of Washington

County of Skamania, ss. This is to certify that on this 25th day of June 1909, before me, W.F.Cash a Notary Public in and for the State of Washington, personally came E.M.Cummins and Mary F.Cummins, 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.

(Notarial Seal)

W.F.Cash, Notary Public for State of Washington
residing at Underwood

Filed for record by Hood River Banking Co. on July 12th 1909 at 1.15 P.M.

A.Fleischhauer, Co. Auditor.