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Pg 267 BK K

Adams to Gray

This Indenture made this 8th day of January 1910 between Netta H. Adams and Theo Adams her husband, of White Salmon Washington, parties of the first part, and Clara Gray of Stevenson Wash? party of the second part, witnesseth: That the said parties of the first part for and in consideration of the sum of seven hundred and no/100 dollars (\$700.00) 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 and convey unto the said party of the second part and to her 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: The west forty acres (40) of Lots six and seven (6&7) in Section thirty six (36) Township three (3) North of Range seven and one half (7½) East of Willamete meridian. The east line of the said tract being parallel with the west lines of said lots six and seven. The West, North and South lines being the west, north and south boundary lines, respectively of the said lots six and seven, together with all and singular the tenements hereditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure payment of the sum of Seven hundred dollars, together with interest thereon at the rate of six per cent per annum from date until paid according to the terms and conditions of one promissory note bearing date January 8th 1910 made by Netta H. Adams and Theo Adams, payable on or before two years after date to the order of Clara Gray, and these presents shall be void if such payment be made according to the terms and agreements thereof. But in case default shall be made in the payment of the principal or interest of said promissory note or any part thereof according to the terms and agreements thereof, when the same shall be due and payable, then the said party of the second part or her heirs administrators or assigns may immediately thereafter in the manner provided by law, foreclose this mortgage for the whole amount due upon said promissory note 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 said note or this mortgage, said party of the second part her heirs administrators or assigns shall have the right to have included in the judgment which may be recovered the sum that the court may adjudge reasonable as attorneys fees to be taxed as part of the costs in such suit as well as all payments that said party of the second part or her heirs administrators or assigns may be obliged to make for her or their security by insurance or on account of any taxes, charges, assessments whatsoever on the said premises or any part thereof. In case of the foreclosure of this mortgage the party of the second part her heirs administrators or assigns shall not be entitled to have entered in such foreclosure suit a judgment of any deficiency remaining due or unpaid upon account of indebtedness secured here including taxes insurance or other lawful assessments, after applying the proceeds of the sale of said premises to the payment thereof and the costs in such foreclosure suit, but shall look to the premises hereby conveyed for payment.

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
C.H. Estes.

Netta H. Adams (Seal)

Theo Adams (Seal)

State of Washington

County of Klickitat, ss. I, C.H. Estes, a Notary Public in and for the State of Wash. do hereby certify that on this 8th day of January 1910 personally appeared before me Netta Adams and Theo Adams wife and husband to me known to be the individuals described in and who executed the