

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.

In Witness Whereof I have hereunto set my hand and official seal the day and year in this certificate first above written.

C.H.Estes, Notary Public for state of Wash.

(Notarial Seal)

residing at White Salmon, in said County

Filed for record by L.W.Gray on Jan.17th 1910 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

Satisfied
BK 1 Pg 396

Hamilton to Gray

This Indenture made this 8th day of January 1910 between Maggie E.Hamilton and E.C.Hamilton party of the first part, and Clara Gray of Steve son Washington, party of the second part, witnesseth That the said parties of the first part for and in consideration of the sum of one hundred and no/100 dollars 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 real property lying and being in the county of Skamania State of Washington, to-wit: All of Lots six and seven in Section thirty six Township three North of Range seven and one half East of Willamette Meridian, excepting therefrom the west forty acres deeded to Netta Adams of White Salmon, Washington. The said tract containing 24.47 acres, together with all and singular the tenements hereditaments and appurtenances thereto belonging. This conveyance is indented as a mortgage to secure the pay, out of the sum of one hundred and no/100 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 certain promissory note bearing date January 5th 1910 made by Maggie E.Hamilton and E.C.Hamilton payable one year after date to the order of Clara Gray, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default shall be made in the payment of the principal or interest of said promissory note or any part thereof when the same shall be due and payable according to the terms and conditions thereof, then the said party of the second part, her heirs executors administrators or assigns may immediately thereafter in the manner provided by law foreclose this mortgage for the whole amount due upon said 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 executors administrators or assigns shall have the right to have included in the judgment which may be recovered the sum the court shall adjudge reasonable as attorneys fees to be taxed as part of the costs in such suit as well as all payments which the said party of the second part or her heir and assigns may be obliged to make for her or their security by insurance or on account of any taxes assessments incumbrances or assessments whatsoever on said premises or any part thereof. In case of foreclosure of this mortgage the said party of the second part, her heirs, executors or assigns shall not be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness secured hereby including taxes, insurance or other assessments after applying the proceeds of the sale of the premises to the payment thereof and the costs of such foreclosure suit, but shall look to the land herein conveyed for payment.