

Satisfied
Pg 33 Bk m
7-3-1913

Cummins to Seeley.

This Indenture Witnesseth that we, E.M. Cummins and Mary F. Cummins husband and wife, party of the first part for and in consideration of the sum of six hundred and fifteen dollars to them in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do grant, bargain, sell and convey unto Frank M. Seeley, party of the second part, the following described premises, to-wit:

All of Lot twelve (12) of Seeley's Subdivision of the southwest quarter of Section nineteen (19) Township three (3) North of Range ten (10) East of Willamette Meridian, containing eight and two tenths acres. Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Frank M. Seeley, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of ----- dollars in accordance with the tenor of a certain promissory note of which the following is a copy:
\$615.00 Underwood, Wash. June 17th 1909

On or before four years after date without grace I, we, or either of us promise to pay to the order of Frank M. Seeley six hundred and fifteen dollars for value received, with interest after date at the rate of 7 per cent per annum until paid. Principal and interest payable in U.S. Gold Coin of the present standard value at the office of the Hood River Banking & Trust Co. Hood River, Oregon, interest payable annually. And in case suit or action is instituted to collect this note or any portion thereof, I, we or either of us promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said suit or action.

E.M. Cummins
Mary F. Cummins.

Now if the sums of money due upon said instrument be paid according to the agreements therein contained, this conveyance shall be void, but in case default be made in the payment of the principal or interest as above provided, then the said Frank M. Seeley and his legal representatives 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 a reasonable sum as attorneys fees and the over plus if any there be, paid over the said E.M. Cummins his heirs or assigns, and the said parties of the first part for themselves and for their heirs executors and administrators do covenant and agree to pay the said party of the second part the said sum of money above mentioned.

Witness our hands and seals this 17th day of June 1909

Done in presence of

E.M. Cummins (Seal)
Mary F. Cummins (Seal)

State of Washington

County of Skamania, ss. Be it Remembered that on this 17th day of June 1909 before me, the undersigned, a Notary Public in and for said county and state personally appeared the within named E.M. Cummins and Mary F. Cummins who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

In Testimony Whereof I have hereunto set my hand and notarial Seal the day and year last 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.

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