

Satisfied

Pg 152

Bk 1

Hussey to Hartwig

This Indenture made on this 19th day of January 1910 by and between Grace E Hussey and H.A. Hussey wife and husband, of the County of Skamania State of Washington hereinafter called the Mortgagors, and Emil R. Hartwig of Shawano, Wisconsin, hereafter called the Mortgagee, Witnesseth: That the said mortgagors for and in consideration of the sum of fifteen hundred dollars United States gold coin to us in hand paid the receipt whereof is hereby acknowledged have granted bargained and sold and by these presents do grant, bargain, sell and convey unto the said mortgagee his successors legal representatives heirs and assigns, that certain real property situated in the County of Skamania State of Washington and described as follows: The North half of the Northeast quarter of the Northeast quarter and the North half of the South half of the Northeast quarter of the Northeast quarter of Section twenty-two (22) in Township three (3) North of Range ten (10) East of the Willamette Meridian, except a tract of five acres more or less, heretofore conveyed to Kate Cusick and which five acres tract has a width of 440 feet east and west and a length of 495 feet north and south and lies in the Northwest corner of the Northeast quarter of the Northeast quarter of said section, township and range, Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold unto the said mortgagee his successors legal representatives and assigns forever. The condition of this conveyance is such that, whereas the said mortgagee has loaned to the said mortgagors the full sum of fifteen hundred dollars in United States gold coin which, together with the interest thereon and all further sums accrued by this mortgage are to be repaid in like gold coin according to the covenants hereinafter contained and the tenor and effect of a certain promissory note given therefor of which the following is a substantial copy, to-wit:

\$1500.00

Hood River, Oregon January 15th 1910

Three years after date without grace I, we or either of us promise to pay to the order of Emil R. Hartwig at the office of the Butler Banking Company, Hood River, Oregon, one thousand five hundred dollars in Gold Coin of the United States of America of the present standard value, with interest in like gold coin at the rate of eight per cent per annum from date until paid, for value received. Interest to be paid semi-annually, and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. And in case suit or action is instituted to collect this note or any portion thereof I, we, or either of us promise and agree to pay in addition to the costs and disbursement provided by statute such additional sum as the court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

signed Grace E. Hussey

H.A. Hussey

And whereas the said mortgagors for themselves and for their heirs and assigns have covenanted and agreed and do hereby covenant and agree to and with the said mortgagee his successors heirs, and assigns as follows: That they have a valid and unincumbered title in fee simple of said premises, that they become subject to any lien or incumbrance that shall have precedence of this mortgage; that they will render such further assurance of said title as may be requested by mortgagee; and that they will warrant and defend said title unto said mortgagee and unto his successors legal representatives heirs and assigns against the lawful claims and demands of all persons whomsoever; that they will pay all of said sums of money specified in said note promptly as they become due; that they will pay all taxes and assessments that may be levied or assessed on said premises at least ten days before they become delinquent; that they will keep the buildings erected or to be erected upon said lands above described insured against loss by fire in the sum of one thousand dollars in a company or companies to be designated by the mortgagee, the policy or policies to be delivered and the loss, if any, made payable to such