

Train to Michell

This Indenture made this third day of January in the year of our Lord one thousand nine hundred and ten between O.C. Train and Elena L. Train his wife, the parties of the first part and P.E. Michell the party of the second part, witnesseth: That the said parties of the first part for and in consideration of the sum of eight hundred dollars gold coin of the United states to them in hand paid by the 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 tracts or parcels of land lying and being in the County of Skamania state of Washington and bounded and described as follows, to-wit:

All of the Southeast quarter of the Northeast quarter of section thirty six Twp. 3 North of Range 7 $\frac{1}{2}$ East of W.M., except a strip of land 13 rods wide off the south side of said tract of land, said strip being equal to 6 $\frac{1}{2}$ acres. Also beginning at the southeast corner of the Northeast quarter of Northeast quarter of said Sec. 36 Twp. & Rng, running thence North on Range line 13 rods, thence west 80 rods, thence south 13 rods thence east 80 rods to place of beginning. Also one and one half acres lying between the county road and the west line of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said section. The total amount of property conveyed being 41 $\frac{1}{2}$ acres more or less. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining. This conveyance is intended as a mortgage to secure the payment of eight hundred dollars gold coin of the United states, together with interest thereon in like gold coin at the rate of eight per cent per annum from date until paid, according to the tenor of a certain promissory note bearing even date herewith made by O.C. Train and Elena L. Train his wife payable at the Bank of Stevenson, Stevenson Wash. to the order of P.E. Michell, 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 authorized to declare all of said sums at once due and payable and empowered to sell the said premises 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 or out of the said principal and interest where 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 parties of the first part their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal sum and interest on either said note or this mortgage, it shall and may be lawful for the said party of the second part his heirs executors or assigns to include in the judgment that may be recovered counsel fees and charges of attorneys and counsel employed in such foreclosure suit, the sum of thirty five dollars in gold coin (or in case of settlement or payment being made after suit has commenced and before the final decree has been entered thereon an attorney's fee of twenty five dollars shall be taxed as part of the costs in such suit) as well as all payments that the said party of the second part or his heirs or assigns may be obliged to make for him or their security by insurance or on account of any taxes charges incumbrances or assessments whatsoever on the said premises or any part thereof.

In Witness Whereof the said party of the second part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

Geo. E. O'Brien

O.C. Train (Seal)

Irene Haffey

Elena L. Train (Seal)

State of Washington

County of Skamania, ss. This is to certify that on this 4th day of January 1910 before me

I hereby certify that within mortgage the same having been fully paid, satisfied and discharged. Dated this 13th day Feb. May 1916.