

the same as their free and voluntary act and deed for the uses and purposes therein mentioned.
Given under my hand and official seal this 1st day of February 1910

W.S. MacSwain, Notary Public for Oregon

(Notarial Seal)

residing at Portland in said County

Filed for record by J.P. Gillate. on Febry 3rd 1910 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Satisfied
Pg 121 BK M

Udell to Bank

This Indenture made this 3rd day of February 1910 between Grace Udell and C.W. Udell her husband of Stevenson Washington parties of the first part and the Bank of Stevenson a corporation of State of Washington, party of the second part witnesseth:

That for and in consideration of the sum of fifteen hundred dollars and no/100 dollars (\$1500.00) 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 its successors and assigns the following real estate in Skamania County State of Washington to-wit:

Lots numbered One (1) Two (2), Three (3) Four (4) thirteen (13) fourteen (14) fifteen (15) sixteen (16), in Block numbered five (5) of Riverview Addition, to the town of Stevenson

according to the official plat thereof now on record in the office of the Auditor of Skamania County Washington, together with all and singular the tenements hereditaments and appurtenances thereunto belonging. To have and to hold the same unto the said party of the second part and its successors and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of fifteen hundred dollars and no/100 dollars together with the interest thereon at the rate of ten per cent per annum from date until paid, according to the terms and conditions of a certain promissory note bearing date the 3rd day of February 1910 made and executed by Grace Udell and C.W. Udell payable on or before one year after date to the order of the Bank of Stevenson and these presents shall be void if such payment is 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 be due and payable according to the terms and conditions thereof, then the said party of the second part its successors or assigns may immediately thereafter in the manner provided by law foreclose this mortgage for the whole sum due upon said principal and interest with all other sums hereby secured. And the said parties of the first part hereby agree to maintain at all times until this debt and monies hereby secured are fully paid, insurance on all buildings standing upon said premises, in some reliable fire insurance company approved by the second part herein to the amount of at least \$1500.00 with loss if any payable to the party of the second part or its successors or assigns, as its interest may appear which policy or policies shall be delivered to and held by the said party of the second part or its assigns as additional security for the payment of the debts and monies hereby secured. In any suit or other proceedings which may be had for the recovery of the amount due on either the said note or this mortgage said party of the second part its successors or assigns shall have the right to have included in the judgment which may be recovered such sum as the court may adjudge reasonable as attorneys fees to be taxed as part of the costs in such suit as well as all payment which the said party of the second part or its successors and assigns may be obliged to make for its or their security by insurance or on account of taxes charges incumbrances or on account of any assessments whatsoever on the said premises or any part thereof.