

This Indenture Witnesseth that J.M.Boyd and Lydie Boyd his wife in considration of the sum of four hundred dollars to----in hand paid the receipt whereof is herey acknowledged have bargained and sold and by these presetns do grant,bagain,sell and convey unto the said A.L.Walker and to his heirs and assigns the following described pr mises,to-wit:

Beginning 265 feet south of the Northeast corner of the Northwest quarter of the Northeast quarter of Section twenty nine (29) Tp.3 North of range 8 East of Willamette meridian,running thence west 170 feet thence south 120 feet,thence east 170 feet,thence north 120 feet to place of beginning,situate in Carson,Wash. in the cnty of Skamania State of Washington. Together with benements hereditaments and appurtenances thereunto belonging or in any way appertaining to have and to hold the same with the appurtenances unto the said A.L.Walker his heris and assigns forever

This conveyance is intended as a mortgage to secure the payment of the sum of \$400.00 in accordance with the tenor of a certain promissory note of which the following is a copy:

\$400.00

Carson Wash. Dec. 4th 1909

Two years after date withut grace I,we or either of us promise to pay to the order of A.L. Walker four hundred dollars in Gold Coin of the United States with interest thereon in like gold coin at the rate of 8 per cent per annum from Jan. 1st 1910 until paid for value received. Interest to be paid 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 npte. 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 in addition to the costs and disbursements provided by statute, such additional sum as the Court may adjudge reasonable as attotneys fees to be allowed in said suit or action.

signed (copy)

J.M.Boyd

Lydie Boyd

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed,then this conveyance shall be void,but in case default shall be made in the payment of the principal or interest as therein provided,then the said A.L.Walker or 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 the overplus of any there be paid over to the said J.L.Boyd his heris and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder therof.

In Witness Whereof we have heranto set our hands and seals this 5th day of Dec.1909

Signed,sealed and delivered in presence of

Roswell Shelley

J.M.Boyd (Seal)

Rose Shelley

Lydie Boyd (Seal)

State of Washington

Cou ty of Skamania,ss. I,Roswell Shelley do hereby certify that on this 5th day of Dec.1909 before me personally appeared the within named L.M.Boyd and Lydie Boyd his wife to me known to be the individuals described in and who executed the 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.

Given under my hand and official seal the day and year this 5th day of Dec. 1909

Roswell Shelley,Justice of the Peace

For skamania county,State of Washington

Filed for record by A.L.Walker on Febry 7th 1910 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

Satisfied  
Pg 353  
BK L