

This Indenture Made this 21st day of Febry 1910 between J.B.Moody and Mary Moody his wife ,the parties of the first part,and Harry H.Jahnke,the party of the second part Witnesseth :That the said parties of the first part for and in consideration of the sum of one thousand dollars lawful money of the United States to them in hand paid by the said arty 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 fo lowing described parcel or lot of land lying and being in the County of Skamania state of Washington and described as follows: The Southwest quarter of the Southwest quarter of Section seven (7) in Township one (1) North of Range five (5) E.W.M.,togetherwith allan singular the tenements hereditaments and appurtenances thereto belonging. This conveyance is intended as a mortgage to secure the payment of the sum of one thousand dollars together with interest thereon at the rate of eight per cent per annum from date until paid,according to the terms and conditinions of a certain promissory note beaing above date Febry 21st 1910 made by J.B.Moody and Mary Moody,payable Febry 21 1913 to the order of Harry H.Jahnke,and these ptesents 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 prmissory note or any part thereof when the sam shall be due and payable,according to the terms and conditions thereof then the said party of the second part his heirs executors and assigns are hereby empowered to sell the said premises with all and every of theappurtenances or any part thereof in the manner provided by law and out of the money arising from such sale to retain the whole of said principal and interest wether the same shall then be due or not, together with the costs and charges of amking such sale and the overplus if any there be shall be paid by the party making such sale,on demand,to the party of the first part their heirs or assigns.And in any suit or otherproceedings that may be had for the recovery of said principal andinterest on either said note or this mortgage,it shall and may be lawful for the said party of the second part his heirs r assigns to include in the judgment that may be had,cousel fees and charges of attorneys and counsel employed in such foreclosure proceedings the sum of twenty five dollars in lawful money of the United states,as well as allpayments that the said party of the second part his heirs or assigns may be obliged to make for his or their security by insurance or on account of any taxes assessments incumbrances or assessments whatsoever on the said premises or any part thereof.

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

Signed,sealed and delivered in presence of

J.W.Wheeler

J.B.Moody (Seal)

Mary Moody (Seal)

State of Washington

County of Skamania,ss I,Frederick West Harrington,a Notary Public in and for said County and State do hereby certify that on this 21st day of Febry 1910 personally appeared before me J.B.Moody and Mary Moody his wife to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed andsealed the same as their free ans voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year in this certificate first above written.

Frederick West Harrington,Notary Public

(Notarial Seal)

residing at Spokane,Washington

Filed for record by H Jahnke on March 12th 1910 at 8 .15 A.M.

A.Fleischhauer

Co.Auditor

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