

Douglass to Seaborg

This indenture made this 3rd day of July 1909 between A.L. Douglass and Emma Douglass his wife of Stevenson County of Skamania State of Washington, herein called the Mortgagors and Henry Seaborg, Guardian of Walter William Lindstrom and Edgar Erick Lindstrom, of Butler County of Skamania State of Washington herein called the Mortgagee, Witnesseth, that the Mortgagors in consideration of the loan hereinafter mentioned do hereby grant, convey and warrant unto the mortgagee and to his heirs and assigns, the following described real estate situate in the Town of Stevenson County of Skamania State of Washington to-wit:

Lots six, seven, twenty five, twenty six, twenty seven and twenty eight in Block One of Riverview Addition the the Town of Stevenson Washington, as shown by the official plat thereof now on file and of record in the office of the Auditor of said County, together with all improvements and appurtenances whatsoever now or hereafter upon or appurtenant thereto also all homestead and exemption rights and interests whatsoever now held or which may hereafter be acquired in or attached to said real estate and also all possession use rents issues and profits of said real estate accruing after any default hereunder. This conveyance is intended as a mortgage of all and singular the above described premises to secure the payment of a loan of nine hundred dollars according to the tenor of one promissory note bearing even date herewith numbered one made by A.L. Douglass and Emma Douglass to the order of the Mortgagee Note No. 1 being for \$900.00 and payable five years after date hereof, with interest on said note at the rate of 8 per cent per annum in U.S. Gold coin. This conveyance is also intended in like manner to secure all costs attorneys fees insurance and advances which shall properly accrue, be allowed or made hereunder together with interest thereon as herein provided and also to secure the performance of all agreements herein contained.

If said notes and interest thereon shall be paid as provided therein, and if all the agreements provided herein shall be kept and performed, then these presents shall be void, but otherwise shall remain in full force and virtue.

The Mortgagor hereby agrees (until full satisfaction of this mortgage) To pay all taxes and assessments upon said property or upon this mortgage or upon the notes or indebtedness secured hereby at least ten days before delinquency and also to pay all liens upon said property for labor or material within thirty days after the same shall be filed; to keep all buildings upon said premises insured against fire in a company or companies acceptable to the mortgagee; to keep all improvements upon said property in good condition and repair and neither commit nor suffer any waste upon said property:

That if any default be made in the payment of any interest or principal as they severally become due, or in the performance of any agreement of this mortgage, then the note secured hereby shall at the election of the holder thereof, become immediately due and payable without demand or notice (time being of the essence hereof) and this mortgage may then be foreclosed according to law, and a receiver for said property with usual powers, may be appointed without notice, forthwith upon filing of the complaint or at any time thereafter.

That in any foreclosure of this mortgage or action therefore, the Mortgagor will pay (in addition to the costs and fees allowed by statute) the sum of fifty dollars as attorneys fees for the benefit of the plaintiff, which shall be a lien on said property, due and payable when action is commenced and enforceable in such action. That in any foreclosure of this mortgage, the Mortgagee shall be entitled to deficiency judgment against the makers of said note for any balance of judgment, interest and costs that may remain unsatisfied after sale of said