

arising from such sale to retain the said principal and interest whether 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 upon demand to the said party of the first part, their heirs and assigns. And in case suit or any other proceedings that may be had for the recovery of said principal or interest on either this note or mortgage it shall be lawful for the said party of the second part to include in the judgment that may be recovered counsel fees and charges of attorneys and counsel employed in such foreclosure suit as well as all payments that the said party of the second part or his heirs and assigns may be obliged to make for his 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 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

Louis E. Packer, Notary Public

in and for Woodbury Co. Iowa

H.M Greiner

State of Iowa

Earl J. Cummins (Seal)

Lulu Cummins (Seal)

county of Woodbury, ss. This is to certify that on this 16th day of July 1909 before me, Louis E. Packer, a Notary Public in and for the State of Iowa, personally came Earl J. Cummins and Lulu Cummins 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.

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

(Notarial Seal)  
Louis E. Packer, Notary Public for Iowa  
residing at Sioux City, Iowa

Filed for record by Hood River Banking Co. on July 29th 1909 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

Cummins to Seeley

This Indenture made this fourteenth day of July 1909 between Earl J. Cummins and Lulu Cummins his wife, the parties of the first part, and Frank M. Seeley, the party of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the sum of ----- dollars gold coin 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, his heirs and assigns, the following described tract or parcel of land lying and being in the county of Skamania, State of Washington, to-wit: The North half of Lot number seven and the East half of Lot number eleven of Seeley's subdivision of the Southwest quarter of section nineteen (19) Township three (3) North of Range ten (10) East of Willamette Meridian; together with all and singular tenements hereditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of eight hundred and twenty five dollars gold coin of the United States together with interest thereon in like gold coin at the rate of 7 per cent per annum from date until paid according to the terms and conditions of a certain promissory note bearing date July 14th 1909 made by Earl J. Cummins and Lulu Cummins payable to the order of Frank M. Seeley, and these

Released (corded) Sept. 25, 1917 in Book "M" of Maps, page 500