

Giese to Goldt

This Indenture made this 20th day of August 1910 between John Giese and Amelia T. Giese his wife of the county of Multnomah, State of Oregon, parties of the first part, and Rudolf and Martha Goldt, his wife, of the county of Multnomah, State of Oregon, parties of the second part Witnesseth: That the said parties of the first part for and in consideration of the sum of five hundred and thirty-five and no/100 dollars to them in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto the said parties of the second part their heirs and assigns forever, all the following described and bounded real property to-wit: The Northwest quarter (NW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section seven (7) in Township One (1) North of Range five (5) East of Willamette meridian containing forty (40) acres in the county of Skamania State of Washington; together with the tenements hereditaments and appurtenances thereto belonging or in any wise appertaining and also the estate right title and interest of the said parties of the first part of, in and to the same. To have and to hold the hereinbefore described premises with the appurtenances unto the said parties of the second part their heirs and assigns forever. And the said parties of the first part covenant that they are the owners in fee simple of said premises, that they will warrant and defend them against the lawful claims and demands of all persons whomsoever. This conveyance is intended as a mortgage to secure the payment of the sum of five hundred thirty-five dollars in accordance with the tenor of one certain promissory note of which the following is substantially a copy to-wit:

\$535.00

Portland, Oregon August 20th 1910

On or before September 27th 1912 without grace, I promise to pay to Rudolf Goldt and Martha Goldt his wife at Portland, Oregon, five hundred thirty-five dollars in Gold coin of the United States of the present standard value, with interest thereon in like gold coin at the rate of eight per cent per annum from date until paid, for value received. Interest to be paid semi-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 note. And in case suit or action is instituted to collect this note or any portion thereof, I promise to pay in addition to the costs and disbursements provided by statute such additional sum in like gold coin as the Court may adjudge reasonable as attorneys fees to be allowed in said suit or action.

signed: John Giese

signed: Amelia T. Giese

Now therefore if the said promissory note, principal and interest shall be paid at maturity according to the terms and conditions thereof, this indenture shall be void, but in case default shall be made in the payment of the principal or interest as above provided, then the whole sum of both principal and interest at the time accrued when default is made, shall become due and payable and the parties of the second part, their executors administrators or assigns are hereby empowered to foreclose this mortgage in the manner prescribed by law. And the said parties of the first part and their executors administrators and assigns do covenant and agree to pay unto the said parties of the second part their executors administrators and assigns the said sum of money as above mentioned.

In Witness Whereof we have hereunto set our hands and seals the day and year first above written.
Signed, sealed and delivered in presence of

C.N. Sheppard

John Giese (Seal)

G.F. Martin

Amelia T. Giese (Seal)

State of Oregon

County of Multnomah, ss. Be it Remembered that on this 20th day of August 1910 before me, the undersigned a Notary Public in and for said county and state personally appeared the within named John Giese and Amelia T. Giese his wife, who are known to me to be the identical individual