

Satisfied

Pg 437 BK K

Conner to Cooks Invest. Co.

This Indenture made this 1st day of July 1910 between Frank I Conner of San Prairie county of Dane State of Wisconsin, herein called the mortgagor and Cooks Investment Company a corporation County of Skamania State of Washington herein called the mortgagee, Witnesseth:

That the Mortgagor in consideration of the loan hereinafter mentioned do hereby grant convey and warrant unto the mortgagee and to its successors and assigns of the mortgagee forever the following described real estate situate in the county of Skamania state of Washington: Lot 4 Block nine (9) of the tract of the Manzanola Orchard & Land Company as per plat filed with the county Auditor of said county in Twp. three North of Range nine East of Willamette meridian. Together with all improvements and appurtenances thereto, also all homestead and exemption rights and interest whatsoever now held or which may be hereafter acquired in or attached to said real estate and also all possession, use, rent, issues and profits thereof accruing after any default hereunder. This conveyance is intended as a mortgage of all and singular the above described property to secure the payment of a loan of eight hundred fifty dollars according to the tenor and effect of one promissory note bearing even date herewith made by Frank I Conner and payable to the order of the mortgagee being for \$850.00 and payable on or before May 1st 1918 and after date hereof with interest on said note at eight per cent per annum payable semi-annually in U.S. Gold coin, the following being substantially copies of said note:

\$850.00 On or before May 1st 1918 for value received I promise to pay to the order of Cooks Investment Company a Washington Corporation \$850 dollars with interest thereon payable semi-annually at the rate of eight per cent per annum from date, 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. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith principal and interest payable in U.S. Gold coin, and in case suit is instituted to collect this note or any part thereof I promise to pay such additional sum as the court may adjudge reasonable as attorney's fees to be taxed as part of the costs of such suit for the use of plaintiff's attorney. It is specially agreed and consented that a deficiency judgment may be taken in a suit upon this note.

signed

Frank I. Conner

This conveyance is also intended in like manner to secure all costs, attorneys fees and advances which shall properly accrue, be allowed or made hereunder together with interest thereon as herein provided and also to secure performance of all the agreements herein provided.

If the said note and interest thereon shall be paid as provided therein and if all the agreement herein contained shall be kept and performed, thence these presents shall be void, otherwise shall remain in full force and effect. 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 note 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 improvements upon said property in good condition and repair and neither commit or suffer and waste upon said property. That if default be made in any payment or agreement hereunder the mortgagee or any holder of the note hereby secured, may make advances therefor. The mortgagee or any holder of the note secured hereby may also take any action and make any advances and pay, settle, compromise or litigate any lien or claim whatsoever, as in its or their discretion may seem necessary for the protection of said property or of any indebtedness secured hereby. All advances for any of said purposes with interest thereon at eight per cent per annum shall become part of the indebtedness secured hereby, without waiver of any right arising from any default hereunder and such amounts with interest thereon shall be repaid before any application upon the note secured hereby. That if default be made in the payment of any interest or principal as they severally become due or in the per-