

Satisfied
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Moore to Fitzgerald

This Indenture witnesseth that we, C.J. Moore and Julia E. Moore husband and wife in consideration of twelve hundred and fifty dollars (\$1250.00) to us in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto E.C. Fitzgerald the following described premises to-wit:

Beginning at the Northeast corner of the southwest quarter of section seventeen in Township one North of Range five East of Willamette Meridian, running thence west 80 rods, thence south 64 rods, thence east 80 rods and thence north 64 rods along to quarter section line to place of beginning. Together with all the tenements hereintments and appurtenances thereunto belonging This conveyance is intended as a mortgage to secure the payment of the sum of twelve hundred and fifty (\$1250.00) dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$1250.00

Stevenson Wash. Nov. 26th 1910

On or before three years after date, for value received, we promise to pay to the order of E.C. Fitzgerald twelve hundred and fifty (\$1250.00) dollars with interest thereon payable annually at the rate of 8 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 lawful money of the United States. And in case suit is instituted to collect this note or any portion thereof we promise to pay such additional sum as the court may adjudge reasonable as attorneys fees to be taxed as part of the costs of such suit for the use of plaintiffs attorney. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note.

C.J. Moore
 Julia E. Moore.

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed, this conveyance shall be void, but in case default shall be made in the payment of the principal or interest as then provided, then the said E.C. Fitzgerald as his legal representative may sell the premises above described with all and every of the appurtenances or any part thereof in the manner provided by law and out of the money arising from such sale retain the said principal and interest together with the costs and charges of making such sale and the surplus if any there be, pay over to the said C.J. Moore and Julia E. Moore their heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness whereof we hereunto set our hands and seals this 26th day of November 1910

Signed, sealed and delivered in presence of

A. Fleischhauer

C.J. Moore (Seal)

L.M. Flesh

Julia E. Moore (Seal)

State of Washington

County of Skamania, ss. I, the undersigned authority do hereby certify that on this 26th day of Nov. 1910 before me personally appeared the within named C.J. Moore and Julia E. Moore husband and 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.

Given under my hand and official seal this 26th day of November 1910

A. Fleischhauer, Clerk of Sup. Court
 Skamania Co. Wash

(Seal of Court)

Filed for record by E.C. Fitzgerald on Nov. 26th 1910 at 1.15 P.M.

A. Fleischhauer
 Co. Auditor

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