

Satisfied Pg 194 BK R Cummins to Walther

This Indenture Made this fifteenth day of August 1909 between Harry M. Cummins and Freda Cummins (husband and wife) parties of the first part and Rose Walther, party of the second part, Witnesseth: That the said parties of the first part for and in consideration of the sum of eight hundred and twenty five (\$825.00) 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 and to her heirs and assigns the following described tract or parcel of land lying and being in the County of Skamania state of Washington and particularly described as follows:

All the West half of the East half of the Southeast quarter of the southeast quarter of section twenty four (24) in Township three (3) North of Range nine (9) East of Willamette Meridian, containing ten (10) acres more or less. Together with all and singular the tenements hereditaments and appurtenances thereto belonging. This conveyance is intended as a mortgage to secure the payment of the sum of eight hundred twenty five (\$825.00) dollars in gold coin of the United States together with interest therein 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 August 15th 1909 made by Harry M. Cummins and Freda Cummins payable to the order of Rose Walther, and these presents shall be void if such payment shall be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note or any part thereof when the same shall become due and payable according to the terms and conditions thereof then the said party of the second part her executors administrators or assigns are hereby empowered to sell the said premises with all and every of the appurtenances of any part thereof in the manner prescribed 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 overplus if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns. And in any suit or other proceedings that may be had for the recovery of said principal and interest on either said note or this mortgage, it shall be lawful for the said party of the second part her heirs or assigns to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit in the sum of blank dollars, as well as all payments that the said party of the second part or her heirs or assigns may be obliged to make for her 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

J. H. Osborn

Harry M. Cummins (Seal)

R. W. Pratt

Freda Cummins (Seal)

State of Oregon

County of Hood River, ss. This is to certify that on this 20th day of August 1909 before me, R. W. Pratt, a Notary Public in and for the state of Oregon, duly commissioned and sworn, personally came Harry M. Cummins and Freda 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 seal the day and year in this certificate first above written.

R. W. Pratt, Notary Public in and for State of Oregon

(Notarial Seal)

residing at Hood River

Filed for record by Hood River Banking Co. on Sept. 2nd 1909 at 1.15 P.M.

A. Fleischhauer, Co. Auditor