

McFarland to Hawley

This Indenture witnesseth that A.W.McFarland and Effie J.McFarland his wife of Home Valley Washington in consideration of seven hundred twenty six (\$726.00) dollars to them in hand paid the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do grant, bargain sell and convey unto B.M.Hawley of Home Valley Wash. the following described premises, to-wit: Lot No.(19) nineteen of Home Valley Washington according to plat and survey made by E.F Sharp and recorded in Plat Book A on page 26, records of Skamania County Washington save and except one acre off the south end of said lot No. 19. Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. This conveyance is intended as a mortgage to secure the payment of (\$726.00) seven hundred twenty six dollars and the interest thereon in accordance with the tenor of two certain promissory notes of which the following are copies, to-wit:

\$476.00

Home Valley Wash. Dec. 26th 1910

October 1st 1911 after date for value received I promise to pay to the order of B.M.Hawley four hundred seventy six dollars with interest thereon payable at maturity at the rate of 8 per cent per annum from Sept. 15th 1910, 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 installment 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 I 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 attorneys. It is specially agreed that a deficiency judgment may be taken in a suit upon this note.

A.W.McFarland

\$250.00

Home Valley Wash. Dec 26th 1910

October 1st 1912 after date for value received I promise to pay to the order of B.M.Hawley two hundred fifty dollars with interest thereon payable at maturity at the rate of 8 per cent per annum from Sept. 15th 1910 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 thereof. 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. In case suit is instituted to collect this note or any portion thereof I 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. It is specially agreed that a deficiency judgment may be taken in a suit upon this note.

A.W.McFarland.

Now if the 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 therein provided, then the said B.M.Hawley or 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 overplus if any there be, pay over to the said A.W.McFarland his heirs and assigns.

In Witness Whereof we have hereunto set our hands and seals this 26th day of December 1910

Signed, sealed and delivered in presence of

A.N.Page

A.W.McFarland (Seal)

J.W.Page

Effie J.McFarland (Seal)

State of Washington

County of Skamania, ss. I A.N.Page, do hereby certify that on this 26th day of December 1910 personally appeared before me A.W.McFarland and Effie J McFarland to me known to be the

I hereby certify that the within Mortgage was duly recorded in the office of the County Clerk of Skamania County, Washington, on the 27th day of December, 1910.