

This Indenture made this 25th day of August 1909 between W.F.Cash and Lettie B.Cash (husband and wife) the parties of the first part, and Frank M. Seeley, the 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 dollars gold coin of the United States to them in hand paid by the said party of the second part, the receipt wher of is hereby acknowledged do by these presents grant, bargain sell convey and confirm unto the said party of the second part and to his heirs and assigns the following described tract or parcel of land lying and being in the County of Skamania State of Washington to-wit:

All of Lot No. 2 (two) of Seeley's subdivision of the Southwest quarter of Section nineteen in Township three North of Range ten (10) East of Willamette Meridian, said tract containing ten acres. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of the sum of eight hundred and twenty five dollars gold coin of the United States together with interest thereon in like gold coin 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 25th 1909 made by W.F.Cash and Lettie B.Cash payable to the order of Frank M. Seeley, and these presents shall be void if such payment 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 term and conditions thereof, then the said party of the second part, his executors administrators or assigns are hereby empowered to sell the said premises with all and every of the appurtenances or any part thereof in the manner prescribed by law and out of the money arising from such sale retain the whole of said principal and interest whether the same shall then be due or not together with the costs and charges of making such sale, and the over plus if any there be shall be paid by the party making such sale, on demand, to the said parties of the second part their executors administrators or assigns. And in any suit or other proceedings that may be had for the recovery of said principal or interest on either said note or this mortgage, it shall and may be lawful for the party of the second part his heirs executors or assigns to include in the judgment that may be recovered counsel fees and charges for attorneys and counsel employed in such foreclosure suit the sum of blank dollars in gold coin, as well as all payments that the said party of the second part his heirs executors administrators or assigns may be obliged to make for his or their security by insurance or on account of any taxes, charges incumbrances or assessments whatsoever on 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

R.W.Pratt

W.F.Cash (Seal)

Maude H.Rine

Lettie B.Cash (Seal)

State of Washington  
County of Skamania, ss. This Certifies that on this 25th day of August 1909 before me, the undersigned, a Notary Public in and for said State duly commissioned and sworn, personally came W.F. Cash and Lettie B.Cash 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 official seal the day and year in this certificate first above written.

R.W.Pratt, Notary Public for State of Oregon  
residing at Hood River

(Notarial Seal)

Filed for record by Hood River Banking Co. on Sept. 11th 1909 at 1.15 P.M.

A. Fleischhauer, Co. Auditor