

the said principal and attorneys fees and such other sums as may be due hereunder, together with the costs and charges of making such sale, and the overplus, if any, pay on demand to the party of the first part, his heirs and assigns. And the said party of the first part does covenant and agree to pay to the said parties of the second part the said sum of money as above mentioned. It is understood and agreed that in case of foreclosure of this mortgage and sale of said mortgaged premises, if the premises shall not bring a sum sufficient to pay the sums due upon the note secured hereby together with all costs and attorneys fees in such foreclosure suit and sale, that then and in such case and the party of the first part does hereby consent that a deficiency judgment may be entered against the party of the first part for any such deficiency.

In Witness Whereof we the mortgagors above named hereunto set my hand and seal this 18th day of September A.D. 1909

Executed in the presence of

Paul W. Childers

Mrs. Rosa B. Reddick (Seal)

Anna R. Peittland

State of Oregon

County of -----, ss. This certifies that on this 18th day of September 1909 personally appeared before the undersigned, a Notary Public in and for said county and State above named, Mrs. Rosa B. Reddick, a widow, personally known to me to be the identical person named in and who execute the foregoing instrument and acknowledged that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and notarial seal the day and year in this certificate first above written.

Paul W. Childers

(Notarial Seal)

Notary Public for Oregon

Filed for record by Menefee & Wilson on Sept. 22nd 1909 at 8.15 A.M.

A. Fleischhauer

Co. Auditor

*Satisfied*

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Modesitt to Seeley

This Indenture Made this fourth day of September in the year of our Lord 1909

between J.B. Modesitt and Mrs. Josephine Modesitt the parties of the first part and Frank M. Seeley 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 his 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 of Lot number Nine (9) of Seeley's subdivision of the southwest quarter of Section nineteen (19) in Township three (3) North of Range ten (10) East of Willamette Meridian, containing ten acres more or less. Together with all and singular the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining. 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