

Satisfied
Pg 249 Bk N

Franz to Smith

The mortgage executed this 17th day of March 1911 by E.A. Franz and Dora Franz his wife Mortgagors, to Myron S. Smith, Mortgagee. Witness th that in consideration of \$2000.00 to said mortgagors paid by said mortgagee which sum together with interest thereon and all further sums secured by this mortgage is to be repaid in U.S. Gold coin of the present standard value according to the covenants hereinafter contained and the promissory note of said mortgagors of which the following is a copy: *Refused page 249*
\$2000.00

Refused page 249
Hood River, Oregon March 17th 1911
On or before five years after date without grace I, we or either of us promise to pay to the order of Myron S. Smith at the office of Butler Banking Co. Hood River Oregon, two thousand dollars in Gold coin of the United States of America of the present standard value with interest thereon in like gold coin at the rate of 7 per cent per annum from date until paid for value received. Interest to be paid semiannually; 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. And in case suit or action is instituted to collect this note or any portion thereof I, we or either of us promise to pay in addition to the costs and disbursements provided by statute such additional sum as the court may adjudge reasonable as attorneys fees to be allowed in said suit or action.

E.A. Franz

Dora Franz

The said mortgagors to secure the payment of said debt and note do hereby convey by way of mortgage unto said mortgagee with the covenant and upon the conditions hereinafter set forth the real property described as follows:

All of Lot number 2 of the original Town of Underwood (as per recorded plat thereof filed for record in the office of the recorder of Skamania County Washington, by Amos Underwood, July 5th and approved by Co. Commissioners on the 5th day of July 1904 and platted on page 15 in Book A of plats records of Skamania Co. Wash.) and being part of Section 23 Tp. 3 N. R. 10 E. W. M. and situated in Skamania Co. Wash. , together with all and singular the buildings tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining save and except therefrom the stock of General Merchandise good contained in and about the buildings thereon. The said Mortgagors do hereby covenant : That they (1) are lawfully seized in fee simple of the mortgaged premises and have a valid unincumbered title thereto and will warrant and forever defend the same against all persons; (2) will pay such note principal and interest according to the terms thereof; (3) will during the continuance of this mortgage pay all taxes, assessments and other charges that may be levied or assessed upon or against said property when the same are due and payable and before delinquent. (4) Will promptly pay and satisfy of record all liens or other encumbrances upon said property and that may become superior to this mortgage (5) will keep the buildings on or which may hereafter be put upon said property in good repair and insured in favor of the mortgagee in the sum of \$2000.00 in a good and reliable insurance company (6) will not commit or suffer any waste of the premises. Performance of every covenant herein contained and the payment of said note according to the terms shall render this mortgage void; but any default shall give the mortgagee the option while such default shall continue, to declare all the sums secured hereby to be forthwith due and payable, and to foreclose this mortgage at any time thereafter. If the Mortgagors shall fail to pay any sum as herein provided the mortgagee may pay same and all sums so paid shall become a part of the debt herein secured and shall bear interest at