

Hamilton to Learned

*J. Henry Certify that this mortgage is fully
Paid and satisfied this July 22-1913
attest: H. Swisher
Co. Auditor*

This Indenture Witnesseth that Maggie E. Hamilton and E.C. Hamilton her husband, in consideration of three hundred and no/100 dollars to them in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain sell and convey unto the said E.A. Learned the following described premises, to-wit: Beginning at a point 25.65 rods west of the southeast corner of Lot number one (1) in Section thirty-six (36) Township three North of Range seven East of Willamette Meridian, thence north 62.36 rods to the north line of said lot one, thence west 25.65 rods; thence south 62.36 rods; thence east 25.65 rods to the place of beginning containing ten acres and being the west half of the east twenty acres of lot numbered one aforesaid. Together with tenements hereditaments and appurtenances therunto belonging, to have and to hold unto the said E.A. Learned and to his heirs and assigns forever/ This conveyance is intended as a mortgage to secure the payment of the sum of three hundred dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$300.00 Stevenson Wash. April 1st 1911
On or before two years after date for value received I promise to pay to the order of E.A. Learned three hundred dollars with interest thereon at rate of 8 per cent per annum from date; 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 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 and consented that a deficiency judgment may be taken in a suit upon this note.

Maggie E. Hamilton
E.C. Hamilton

Now if the sum of money due upon said promissory note shall be apaid 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 E.A. Learned 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 all payments which the said party of second part may be obliged to make for his or their security by taxes or other lawful assessments., and the surplus if any there be paid over to the said Maggie E. Hamilton her heirs or assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness Whereof We have hereunto set our hands and seals this first day of April 1911

) Maggie E. Hamilton (Seal)

Signed, sealed and delivered in presence of) E.C. Hamilton

Raymond C. Sly
W.H. Cosner

State of Washington
County of Skamania, ss/ I, Raymond C. Sly do hereby certify that on this 1st day of April 1911 personally appeared before me Maggie E. Hamilton and E.C. Hamilton her husband 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

Given under my hand and official seal this 1st day of April 1911
Raymond C. Sly, Notary Public for Washington
residing at Stevenson, Wash.
(Notarial Seal)

Filed for record by E.A. Learned on April 1st 1911 at 1.15 P.M.

A. Fleischhauer
Co. Auditor

1.057