

Fitzgerald to Schuster

Pg 504 BK U

Satisfied

This Indenture made the 18th day of March 1911 between Cora V. Fitzgerald and A.E. Fitzgerald her husband of council, County of Adams State of Idaho, parties of the first part and John Schuster of Washougal Washington, party of the second part, Witnesseth: That the said parties of the first part for and in consideration of the sum of four hundred dollars lawful money of the United States do by these presents grant, bargain sell and convey unto the said party of the second part and to his heirs and assigns forever all that certain real property situate in the County of Skamania State of Washington and described as follows to-wit:

Beginning at the southwest corner of Section eighteen (18) in Township one (1) North Range five (5) East of Willamette Meridian, running thence North one hundred sixty (160) rods, thence east thirty seven (37) rods and seventeen and one half (17½) links thence south one hundred two (102) rods, thence west five (5) rods, thence south sixteen (16) rods, thence east five (5) rods, thence south forty two (42) rods, thence west thirty seven (37) rods to place of beginning, together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining.

This Grant is intended as a mortgage to secure the payment of one certain promissory note of even date herewith executed and delivered by the said parties of the first part to said party of second part of which note the following is a copy:

\$400.00

Council Idaho, March 30th 1911

Five years after date without grace for value received we promise to pay to the order of John Schuster four hundred dollars at Washougal Washington with interest from Date at the rate of 7 per cent per annum, interest payable annually, both principal and interest payable in United States Gold coin. And in case suit is instituted to collect this note or any portion thereof we agree to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said suit or action.

Cora V. Fitzgerald

A.E. Fitzgerald

And these presents shall be void if such payment be made. But in case default shall be made in the payment of the said principal sum of money or any part thereof as provided in the said note or if the interest be not paid when due, then it shall be optional with the said party of the second part his heirs or assigns to consider the whole of the said principal sum expressed in said note as immediately due and payable and immediately enter into and upon all and singular the above described premises and to sell and dispose of the same according to law and out of the money arising from such sale to retain the said principal and interest including such sum as the court shall adjudge reasonable as counsel fees and also the amounts of all such payments of taxes, assessments incumbrances or insurance as may have been made by the second party his heirs or assigns, with interest on same, rendering the overplus of the purchase money if any there be unto the said party of the first part their heirs executors or assigns.

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

L.S. Fitzgerald

Cora V. Fitzgerald (Seal)

W.D. Fitzgerald

A.E. Fitzgerald (Seal)

State of Idaho

County of Adams, ss/ On this 18th day of March 1911 before me A.L. Freehafer, a Notary Public in and for said County, personally appeared Cora V. Fitzgerald and A.E. Fitzgerald known to me to be the persons whose names are subscribed to the within instrument