

## Halverson to Fallert

This Indenture made this 13th day of June 1911 between James Halverson in his separate right, the party of the first part, and Bernard Fallert, party of the second part Witnesseth: That the said party of the first part for and in consideration of the sum of five hundred (\$500.00) dollars gold coin of the United States to him in hand paid by the said party of the second part thereceipt whereof 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: Commencing at a point thirty six and 4/11 rods west of the southeast corner of the Northeast quarter of the southeast quarter of section twenty in Township three North Range eight East of Willamette Meridian running thence north fifty five rods, thence west seventeen and 5/11 rods, thence south fifty five rods, thence East seventeen and 5/11 rods to place of beginning containing six acres more or less, the same being the separate property of James Halverson. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. This conveyance is intended as a mortgage to secure the payment of five hundred dollars together with interest thereon in like gold coin at the rate of 8 per cent per annum from date until paid according to the terms of one certain promissory note bearing date June 13th 1911 made by James Halverson mortgagor payable on or before three years after date to the order of Bernard Fallert 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 note or any part thereof when the same shall be due and payable according to the terms and conditions thereof, then the said party of the second part his executors administrators or assigns are hereby empowered to declare all of said sums at once due and payable and 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 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 overplus if any there be, shall be paid by the party making such sale, on demand to said party of the first part his heirs or assigns. And in any suit or other proceedings which may be had for the recovery of the principal sum and interest on either said note or this mortgage it shall and may be lawful for the said party of the second part his heirs or assigns to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum of (\$50.)), fifty dollars in gold coin (or in case of settlement or payment being made after suit has commenced and before final decree has been entered thereon, the sum of twenty five dollars) as well as all payments which the said party of the second part his heirs 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 the said premises or any part thereof. In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

Raymond C. Sly

E. E. Shields

State of Washington

James Halverson (Seal)

County of Skamania, ss. This is to certify that on this 13th day of June 1911 before me, Raymond C. Sly, a Notary Public in and for the state of Washington, duly

I hereby cancel this Mortgage this 13th day of June 1911  
same having been fully paid and discharged

Attest

County Auditor

Raymond C. Sly

County Auditor

Attest R. C. Sly