

Mortgage

This Indenture, made this 9 day of Sept. 1911 by and between P.S.C. Wills, party of the first part, and Agnes and Jefferson Johnson, wife and husband, as party of the second part, Witnesseth:

That the said party of the first part for and in consideration of the sum of \$2129.42 (two thousand one hundred twenty nine dollars and 42 cents), lawful money of the United States, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto the said parties of the second part, their heirs and assigns, the following described real property situated in the County of Skamania State of Washington, to-wit: All that real property owned by the party of the first part herein as described in that certain deed of even date herewith given by parties of the second part herein to party of the first part herein, said deed being recorded in Book N of Deeds, at page 284 records of Skamania County, Wash. The intention of this indenture being to convey all the property conveyed in said deed but excepting all the reservations and exceptions made in said deed and also excepting the following parcel of land to-wit: Beginning at a point 16½ chains south and 430 feet west of the Northeast corner of Lot 3 in Section 36 Tp.3 N.R.7 E.W.M. running thence 350 feet south; thence in a southerly direction to the SW corner of a tract of land sold to Alice Fleischhauer, as recorded, thence along Hot Springs Alameda Street westerly to west line of Roosevelt Street; thence South 410 feet to NE corner of Block 3 in Johnsons Addition to the town of Stevenson; thence west to NW corner of Block 3 in said Johnsons Addition; thence northwest to a point 561 feet north of 4 corner of section 36, Tp.3 N.R.7 E.W.M. Addition; thence north to a point directly west of place of beginning, thence east to place of beginning. To have and to hold unto the said parties of the second part their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of two thousand one hundred twenty nine dollars and 42 cents lawful money of the United States, together with interest thereon at the rate of 6 per cent per annum from date until paid, according to the terms and conditions of ten certain promissory notes bearing date the 9th day of Sept. 1911 made by P.S.C. Wills, payable as indicated in said notes after date to the order of Agnes Johnson and Jefferson Johnson; and these presents shall be void if such payments be made according to the terms and conditions thereof. But in case default shall be made in the payment of the principal or interest of said promissory notes or any part thereof when the same shall be due and payable, according to the terms and conditions thereof, then the said parties of the second part, or their legal representatives may immediately thereafter in the manner provided by law, foreclose this mortgage for the whole amount due upon said principal and interest, with all other sums hereby secured. In any suit or other proceedings which may be had for the recovery of the amount due on either said notes or this mortgage, said parties of the second part or their legal representatives shall have the right to have included in the judgment which may be recovered the sum as the Court may adjudge reasonable as attorneys fees, to be taxed as part of the costs of such foreclosure suit, as well as all payments which said parties of the second part or their legal representatives may be obliged to make for their security by insurance or on account of any taxes, incumbrances or assessments of any kind on the said premises or any part thereof. In case of foreclosure of this mortgage, the parties of the second part shall be entitled for a judgment of deficiency for the amount remaining due upon account