

Fowler to Duffy

This conveyance made this 19th day of Septembr between R.L.Fowler and Mildred Fowler husband and wife of Cooks, Skamania County State of Washington herein called the mortgagor, and Mary J. Duffy of Portland, Ore. herein called the Mortgagee, Witnesseth: That the mortgagor in consid ration of the loan hereinafter mentioned do hereby grant bargain, sell and convey unto the mortgagee and to his heirs and assigns forever, th folowing described real estate situate in the County of Skamania State of Washington to-wit:

Lots four (4) and five (5) of the Oregon Lumber Company's Sub-division of parts of Section fourteen (14) in Township three (3) North of Range nine (9) East of the Wilamette Meridian, containing forty two acres more or less, together with all improvements and appurtenances whatsoever now or hereafter upon appurtenant thereto, also all homestead rights exemption rights and interest whatsoever now held or which may be hereafter acquired in or attached to said real estate by the mortgagor, and also all possession use rents issues and profits of said real estate accruing after any default hereunder. This conveyance is intended as a mortgage of all and singular the above described or mentioned property to secure the payment of a loan of five hundred dollars (\$500.00) according to the terms and conditions of a promissory note bearing even date herewith numbered 2 made by R.L.Fowler and Mildred Fowler to the order of said mortgagee, such note No. 2 being for \$500.00 and payable 5 years after date hereof with interest thereon at ten per cent per annum payable semi-annually in U.S. gold coin of or equivalent to the present standard all as provided therein. This conveyance is also inteded in like manner to secure all costs a attorneys fees and advances which shall properly accrue, be allowed or be made hereunder together with interest thereon as herein provided and also to secure performance of all the agreements herein contained. If said notes and interst thereon shall be paid as provided therein and if all the agreements contained herein shall be kept and performed, then these presents shall be void, but otherwise shall remain in full force and effect. In consideration of said Loan the mortgagor hereby agrees (until full satisfaction of this Mortgage) : To pay all taxes and assessments upon said property or upon this mortgage or upon said notes or indebtedness secured hereby at least ten days before they become delinquent and also pay all liens upon said property for labor or material within thirty days after the same shall be filled. To keep all buildings upon said premises insured against fire to the extent of five hundred dollars in a company acceptable to and for the benefit of the mortgagee and to deliver the policies and renewals therefore to the mortgagee. That if any default shall be made wholly or in part in the making of any of said interest or principal paymenys as they severally become due or in the performance of any of the agreements of this mortgage then the note secured hereby shall at the election of the holder thereof become immediately due and payable without demand or notice (time being the essence hereof) and this mortgage may then be foreclosed according to law and a receiver for said property with usual powers may be appointed without notice forthwith upon filing of the complaint or at any time thereafter.

This is given as a second mortgage on the above described property, the former one being given to the same person and is the only prior encumbrance. That if any foreclosure of this mortgage the mortgagee will pay as attorneys fees (in addition to the costs and fees allowed by stute, the sum of \$75.00, which shall be a lien on said property, due and payable when action is commenced and foreclosable in such action. That whenever the singular or plural number is used herein each shall equally

I hereby cancel this Mortgage this 22nd day of Oct 1918
same having been fully paid and discharged

Attest R. C. Dy
County Auditor
by Eddy Bruchet, Deputy
Mary J. Duffy, 13
J. J. Duffy, atty in fact