

Adams to Kirkpatrick. ✓

This Indenture, Made this 26th day of January, A.D.1912, by and between William C. Adams and Louella Adams, husband and wife Mortgagors and Ada B. Kirkpatrick Mortgagee WITNESSETH, That said Mortgagors for and in consideration of the sum of Two Thousand Dollars to him in hand paid, the receipt of which is hereby acknowledged, have bargained, sold, aliened, released, conveyed and confirmed, and by these presents do bargain, sell, alien release, convey and confirm unto the said mortgagee, her heirs and assigns forever, all the following described real estate situated in the County of Skamania and State of Washington, to-wit:

The Southeast quarter of the Southwest quarter of Section eight in Township Three North, Range 10 East of Willamette Meridian, containing 40 acres, more or less, according to the United States Government surveys thereof, and also a right of way twenty feet wide along the west line of the Northeast Quarter of the Southwest Quarter of said Section Eight for the use of said first parties, their heirs and assigns forever Together with the tñements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To Have and to hold unto the said mortgagee, her heirs and assigns forever.

This conveyance is intended as a Mortgage to secure the payment of the sum of Two Thousand Dollars in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$2000.00

Hood River, Oregon January 26th-1912

Two years after date, without grace, we or either of us promise to pay to the order of Ada B. Kirkpatrick, but that said Ada B. Kirkpatrick may at her option, declare the principal of this note due at the end of one year from date hereof, and in such case we promise to pay at such time, the sum of Two Thousand (2000) Dollars, in Gold Coin of the United States of America, of the present standard value, with interest thereon in like Gold coin at the rate of eight per cent per annum from date until paid, for value received. Interest to be paid semi-annually, 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 or action is instituted to collect this note, or any portion thereof, we promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like Gold Coin, as the Court may adjudge reasonable, for Attorney's fees to be alleged in said suit or action.

secured by 1st. Mtg. on SE $\frac{1}{4}$ SW $\frac{1}{4}$
sec. 8 T. 3 N.R.10 E.W.M.

William C. Adams
Louella Adams.

And said mortgagors hereby covenants that they are the owners of said premises in fee simple that they are free from all incumbrance that they will pay all taxes upon said premises at least ten days before the same become delinquent.

Now the payment of said note, interest, taxes and as herein provided, shall render this conveyance void; but in case default is made in the payment of the interest in said note expressed when the same shall become due, or failure to pay the taxes as herein provided, or in default of the performance of any of the covenants or conditions as herein expressed on the part of the mortgagor, then the whole of the principal sum and the interest accrued at the time default is made or declared, and all taxes upon said premises which the holder of said note shall have paid, or become liable to pay, shall, at the option of the holder of said note, become due and payable, and this mortgage may be foreclosed at any time thereafter.

Now it is agreed by said mortgagors that if the mortgagee be compelled to foreclose this mortgage by reason of any breach of the agreements herein contained