

Lindis to Lindis

THIS INDENTURE, Made this 26th day of March in the year of our Lord one thousand nine hundred and twelve Between Olaf Lindis, a single man, the party of the first part and Andrew Lindis party of the second part WITNESSETH, That the said party of the first part, for and in consideration of the sum of Three Hundred and Fifty Dollars gold coin of the United States, to him in hand paid by the said party of the second part, the receipt 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, and particularly bounded and described as follows, to-wit:

Commencing at a point thirty feet South and Six Hundred twenty feet West of a rock marking the intersection of the West line of the Henry Shepherd Donation Land Claim and the north line of Section One, Township Two North of Range Seven East of Willamette Meridian, Skamania County, Washington, and running thence West One Hundred Eighty-four and five tenths (184.5) feet, thence South two hundred thirty-six (236) feet, thence East One Hundred Eighty-four and Five Tenths (184.5) feet and thence North two hundred thirty-six (236) feet to place of beginning, containing one acre more or less. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE to secure the payment of Three Hundred and Fifty Dollars, gold coin of the United States, together with interest thereon in like gold coin at the rate of 8 per cent, per annum from date until paid, according to the tenor of four certain promissory notes bearing date March 26, 1912 made by the mortgagor payable September 1, 1912 and every six months thereafter to the order of the mortgagee 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 promissory notes, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part his executors, administrators and assigns, are hereby authorized 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 to retain the whole of said principal and interest, whether the same shall be then 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 the said party of the first part his heirs or assigns. And in any suit or other proceeding that may be had for the recovery of said principal sum and interest, on either said notes or this mortgage, it shall and may be lawful for the said party of the second part his heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit, such sum as the court shall adjudge reasonable, as an attorney's fee, as well as all payments that the said party of the second part his heirs, executors, administrators 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