

Satisfied

Pg 289 Bk M

Wills to Arnold ✓

This Indenture witnesseth that P.S.C.Wills a single man in consideration of the sum of two Hundred (\$200.00) dollars to him in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain, sell and convey unto W.A.Arnold the following described premises to-wit:

All that portion of Lots ten, eleven and twelve of Section thirty six in Township three North of Range seven and one half East of the Willamette meridian lying south of the right of way of the Spokane Portland & Seattle Ry.Co. excepting however therefrom that part thereof sold to the Mountain Lodge No.172 I.O.O.F. as described in deed G at page 469 and that part thereof sold to J.F.Sweeney as described in deed I at page 102 records of Skamania County Washington, being about 5 acres more or less. It is understood that a certain water right heretofore reserved in a deed given by Grantor herein to Maggie E.Hamilton shall apply to the above described land and be subject to this mortgage also. Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining to have and to hold the same with the appurtenances unto the said W.A.Arnold his heirs and assigns forever/

This conveyance is intended as a mortgage to secure the payment of the sum of Two Hundred dollars (\$200.00) and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$200.00 Stevenson Wash. April 9th 1912

Eighteen months after date for value received I promise to pay to the order of W.A.Arnold two hundred (\$200.00) dollars with interest thereon payable semiannually at the rate of 10 per cent per annum from date 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. If the interest is not paid when due it shall be compounded with the principal and bear like interest therewith, principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorney fees to be taxed as part of the costs of such suit for the use of plaintiff's attorney. It is specially agreed and consented that a deficiency judgment may be taken in a suit upon this note.

P.S.C.Wills

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed this conveyance shall be void, but in case default shall be made in the payment of the principal or interest as therein provided, then the said W.A.Arnold or his legal representatives may sell the premises above described with all and every of the appurtenances or any part thereof in the manner provided by law and out of the money arising from such sale to retain the said principal and interest together with the costs and charges of making such sale and the surplus if any there be shall be paid to the said P.S.C.Wills his heirs and assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness Whereof I have hereunto set my hand and seal this 9th day of April 1912

Signed, sealed and delivered in presence of

A.Fleischhayer

P.Swanson

State of Washington

County of Skamania, ss/ I, the undersigned authority do hereby certify that on this 9th day of April 1912 personally appeared before me P.S.C.Wills a single man to me known to be the individual described in and who executed the within instrument and

P.S.C.Wills (Seal)