

*Satisfied*  
Pg 162 BK N

Froeschle to Livingstone.

This Indenture, Made this Fourth day of March A.D. 1911, by and between J.C. Froeschle and Mary Froeschle, his wife, of the County of Skamania, and State of Washington, hereinafter called the Mortgagors, and Robert Livingstone, of Portland, Oregon, hereinafter called the Mortgagee, WITNESSETH: That the said Mortgagors, for and in consideration of the sum of Eleven Hundred (\$1100.) Dollars, United States Gold Coin, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Mortgagee, his heirs, legal representatives and assigns, those certain premises situate in the County of Skamania, and State of Washington, and described as follows, to-wit:

The North half of the Northwest quarter, and the Southeast quarter of the Northwest quarter of Section thirty-five, in Township two North of Range five, East of the Willamette Meridian, containing one hundred and twenty (120) acres, more or less. Together with all the rights to the use of water for irrigating said premises and for domestic use thereon to which the said Mortgagors, or the premises hereby conveyed, are now or may hereafter become entitled, or which now are or may hereafter be used on said premises however the same may be evidenced, and together with all shares of stock or shares of water in any ditch or irrigation company which in any manner entitle said Mortgagors to water for irrigating or domestic purposes upon said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or appertaining, together also with the rents, issues and profits of the mortgaged premises, including the crops sown or to be sown, or grown thereon. To have and to hold the same unto the said Mortgagee, his heirs, legal representatives and assigns forever.

THE CONDITION of this conveyance is such that, WHEREAS, the said mortgagee has loaned to J.C. Froeschle and Mary Froeschle, his wife, the said mortgagors the full and just sum of Eleven Hundred (\$1100) Dollars, in U.S. Gold Coin, which is to be repaid in like gold coin, together with interest thereon, payable annually at the rate of eight per cent per annum, and according to the tenor and effect of the following described Promissory Notes, being One Principal Note and Five Interest Notes: Said notes being substantially of the tenor and effect following, that is to say:

- One Principal Note for Eleven Hundred Dollars, payable 1st March, 1916.
- One Interest Note for Eighty-seven & 25/100 Dollars, payable 1st March, 1912.
- One Interest Note for Eighty-eight Dollars, payable 1st March, 1913.
- One Interest Note for Eighty-eight Dollars, payable 1st March, 1914.
- One Interest Note for Eighty-eight Dollars, payable 1st March, 1915.
- One Interest Note for Eighty-eight Dollars, payable 1st March, 1916.

All of which Notes dated March 4, 1911 are executed by J.C. Froeschle and Mary Froeschle, his wife, the said Mortgagors to the said Mortgagee, on an actual loan of Eleven Hundred (\$1100.) Dollars, and are payable to the order of the said Mortgagee at Portland, Oregon, in United States gold coin, with interest at the rate of eight per cent per annum after maturity.

AND WHEREAS, The said mortgagors, for themselves and for their heirs and assigns, have covenanted and agreed, and do hereby covenant and agree, to and with the said Mortgagee his heirs legal representatives and assigns as follows:

1. That they will pay each and all of said notes promptly as they become due.
2. That this mortgage shall be deemed a mortgage of the rents and profits as well as of the real property above described. It is understood that until default be made in some one or all of the obligations and conditions by the Mortgagors herein assumed, the Mortgagors may remain in possession of the mortgaged properties, but