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Wills to Seaborg

This Indenture made this 26th day of April 1912 between P.S.C. Wills a single man of Cooks Skamania County Washington, the party of the first part, and Henry Seaborg Guardian of Walter William Lindstrom and Edgar Erick Lindstrom, Minors, the party of the second part Witnesseth: That the said party of the first part for and in consideration of the sum of six hundred dollars (\$600) lawful money of the United States to him in hand paid by the said party of the second part thereceipt whereof is hereby acknowledged do by these presents grant, bargain, sell and convey unto the said party of the second part his heirs and assigns the following described tract or parcel of land lying and being in the County of Skamania State of Washington to-wit: The west half of the Southwest quarter, the southeast quarter of the Northwest quarter and the southwest quarter of the Northeast quarter of section one in Township one North of Range five East of Willamette Meridian and the Southwest quarter of the Northwest quarter of section twenty, Township three North of Range eight East of Willamette Meridian, containing two hundred acres more or less. Together with all and singular the tenements hereditaments and appurtenances thereunto be, coming. This conveyance is intended as a mortgage to secure the payment of the sum of six hundred dollars with interest thereon at rate of 8 per cent per annum from date until paid according to the terms and conditions of a certain promissory note bearing date herewith made by P.S.C. Wills payable on or before five years after date to the order of Henry Seaborg Guardian of William Lindstrom and Erick Edgar Lindstrom, and these presents shall be void if such payment be made according to the terms and agreements thereof. But in case default shall be made in the payment of the said principal or interest of said promissory note or any part thereof, when the same shall be due and payable, then the said party of the second part his executors, administrators and assigns are hereby empowered to sell the said premises with all and every of the appurtenances and every part and parcel thereof or any part thereof in the manner provided by law and out of the money arising from such sale to retain the whole of said principal and interest whether the same shall then be 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 said party of the first part his heirs or assigns. And in any suit or other proceedings which may be had for the recovery of said principal sum and interest on either said note or this mortgage it shall and may be lawful for the said party of the second part his heirs or assigns to include in the judgment that may be recovered the sum of sixty dollars in lawful money of the United States as well as all payment that the said party of the second part his heirs 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 Testimony 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 in presence of

W.P. Christensen

P.S.C. Wills (Seal)

Mary Christensen

State of Washington

County of Skamania, ss. I, W.P. Christensen a Notary Public in and for said County and State do hereby certify that on this 26th 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 acknowledged that he signed and sealed