

E.L. SHIPHERD AND WIFE TO H.P. McNARY.

Satisfied
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THIS INDENTURE, Made this 3rd day of May A.D. 1912 by and between E.L. SHIPHERD and NELLIE O. SHIPHERD, his wife, parties of the first part, and H.P. McNary party of the second part. Eitnesseth, That, whereas, the party of the second part has loaned to the parties of the first part the full sum of Twenty-two Thousand Eight Hundred Twenty-one Dollars, which sum the said parties of the first part agree to repay as by promissory note hereinafter provided, after this date, and to pay interest thereon from date at the rate of 7 per cent. per annum from this date until paid; and also to pay all taxes and assessments which may be assessed or levied to or against the party of the second part, or assigns, on account of such loan. All according to the terms of a certain promissory note given therefore, of which the following is a copy

\$22,821.00.

Portland, Oregon, May 3rd 1912.

For value received I promise to pay to the order of H.P. McNary, at the City of Portland, Oregon, Twenty-two Thousand Eight Hundred Twenty-one Dollars, in gold coin of the United States of America of the present standard value, with interest thereon from date at the rate of seven (7) per cent. per annum in like gold coin the same to be paid as follows:

Seven Thousand Eight Hundred Twenty-one (\$7,821.00) Dollars on or before September 15th, 1912; and

Fifteen Thousand (\$15,000.00) Dollars on or before September 15th, 1913; Interest to be paid semi-annually. If any installment of either principal or interest shall become due and remain unpaid for the period of five (5) days, then the whole sum of both principal and interest shall become immediately due and collectible at the option of the holder of this note. In case suit or action 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's fees in said suit or action.

(sgd) E.L. Shipherd
(sgd) Nellie O. Shipherd

Now Therefore, in consideration of said loan, and for the purpose of securing the payment of the said several sums of money named in said note, and the faithful performance of all the covenants herein contained, the parties of the first part do hereby grant, bargain, sell and convey unto the said party of the second part his heirs and assigns forever, all of that certain real estate situate in Skamania County and State of Washington and described as follows, to-wit:

The southwest quarter of the northeast quarter and the northwest quarter of the Southeast quarter of Section twenty-one in Township three North of Range eight East of Willamette Meridian containing 80 acres.

Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold unto the party of the second part, his heirs and assigns forever. But as a Mortgage to secure the payment of several sums of money specified in said note before mentioned, and the performance of the covenants and conditions herein contained.

And the parties of the first part covenant that said E.L. Shipherd is the owner in fee simple of said real estate. That it is free from incumbrance, and that they will pay all of said sums of money, the principal and interest, specified in said note at the times therein designated, and all of the taxes and assessments which may be assessed or levied against the party of the second part, or assigns, on account

See Assignment pg 379 Bk N mly.

Cancelled
March 2nd 1913
Filed