

Satisfied

Pg 406 BK L

Fouts to Jamieson ✓

This Indenture Witnesseth that we, Philetus F. Fouts and Katie Fouts husband and wife of Cooks Washington parties of the first part for and in consideration of the sum of One thousand dollars to us in hand paid, the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain sell and convey unto Kate B. Jamieson, the party of the second part, all the following described real property situated in the County of Skamania State of Washington to-wit:

The West half of the southeast quarter and the east half of the Southwest quarter all in Section 23 Township three North of Range nine East of the Willamette Meridian in Washington; together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold with the appurtenances unto the said Kate B. Jamieson her heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of \$1000.00 in accordance with the terms of a certain promissory note of which the following is substantial copy to-wit:

\$1000.00

Hood River, Oregon May 20th 1912

One year after date without grace I promise to pay to the order of Kate B. Jamieson One thousand dollars for value received with interest from date payable semi-annually at the rate of eight per cent per annum until paid, principal and interest payable in U.S. Gold coin at the first national Bank Hood River Oregon, and if default shall be made in the payment of the principal or interest as above provided then the above sum of both principal and interest shall become immediately due and collectible at the option of the holder of this note; and in case suit or action is instituted to collect this note or any portion thereof, I promise to pay such additional sum of money as the Court may adjudge reasonable as attorneys fees in said suit or action

Philetus F. Fouts

Katie Fouts

Now if the sums of money due upon said instrument shall 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 above provided, then the said Kate B. Jamieson and her legal representatives may sell the said 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, retain the said principal and interest together with the costs and charges of making such sale and a reasonable sum as attorneys fees and the overplus if any there be, paid over to the said parties of the first part their heirs or assigns; and the said parties of the first part for themselves and for their heirs executors and administrators do covenant and agree to pay the said party of the second part, her executors administrators or assigns the said sums of money as above mentioned.

Witness our hands and seals this 20th day of May 1912

Philetus F. Fouts (Seal)

Done in presence of
A. J. Derby

Katie Fouts (Seal)

Virgil Winchell

State of Oregon

Hood River County, ss. On this 20th day of May 1912 before me the undersigned a Notary Public in and for said county and State personally appeared the within named Philetus F. Fouts and Katie Fouts husband and wife who are known to me to be the individuals described in and who executed the within instrument and acknowledged