

and who executes the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and official seal the day and year in this certificate first above written.

R.E.Moody, Notary Public for State of Oregon
(Notarial Seal) residing at Portland, Ore

Filed for record by R.E.Moody on June 6th 1912 at 1.15 P.M.

A.Fleischhauer

Co.Auditor

Satisfied
Bk M Pg 286

Munyan to Brown

120v

This Indenture made this 4th day of June 1912 between J.T.Munyan and Maude S.Munyan his wife of Camas State of Washington, parties of the first part, and E.W.Brown of Portland Multnomah county state of Oregon, party of the second part, Witnesseth: That the said parties of the first part for and in consideration of the sum of one thousand dollars lawful money of the United States to them in hand paid by the said party of the second part there receipt whereof is hereby acknowledged have bargained and sold and by these presents do grant, bargain sell and convey unto the said party of the second part and to 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: Lot ten (10) in Block six (6) of the town of Stevenson in Skamania County Washington according to the official plat thereof on file and of record in the office of the County Auditor for Skamania County Washington, together with all and singular the tenements hereditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of the sum of one thousand dollars lawful money of the United States according to the terms and conditions one promissory note bearing date June 4th 1912 made by J.T.Munyan and Maude S.Munyan payable ninety days after date to the order of E.W.Brown, and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default shall be made in the payment of the principal or interest of said promissory note or any part thereof when the same shall be due and payable according to the terms and conditions thereof then the said party of the second part his heirs executors or assigns may immediately thereafter in the manner provided by law foreclose this mortgage for the whole amount due upon said principal and interest with all other sums hereby secured. In any suit or other proceedings which may be had for the recovery of the amount due on either said note or this mortgage said party of the second part his heirs or assigns shall have the right to have included in the judgment which may be recovered the sum of reasonable sum as attorneys fees to be taxed as part of the costs of such suit as well as all payments which the said party of the second part his heirs or assigns may be obliged to make for his or their security on account of taxes, insurance or assessments whatsoever on the said premises or any part thereof. In case of foreclosure of this mortgage the party of the second part his heirs or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining due upon account of the indebtedness hereby secured including taxes, insurance or other lawful assessments after applying the proceeds of the sale of the premises above described to the payment thereof and to the costs and charges of such foreclosure suit.