

peared the within named Grace E. Hussey and H.A. Hussey, wife and husband, who are known to me to be the identical individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and Notarial seal the day and year last above written. My Commission expires March 20th, A.D. 1914.

(Notarial Seal)

E.H. Hartwig

Notary Public for Oregon.

Filed for record by Truman Butler on July 17, 1912 at 1:15 P.M.

A. Fleischhauer,

County Auditor.

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Hollis to Zurcher

This Indenture made this 21st day of May 1912 between William Hollis and Mary A. Hollis husband and wife, the parties of the first part and Fred Zurcher, 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 gold coin of the United States of America to them in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents do 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:

Beginning at the southwest corner of the Northeast quarter of section 20 Township 3 North of Range 8 East of Willamette Meridian, thence south 65 rods to the northwest corner of the land herein described; thence East 80 rods, thence south 20 rods, thence west 80 rods and thence North 20 rods to place of beginning, containing 10 acres.

Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. This conveyance is intended as a mortgage to secure the payment of the sum of one thousand dollars gold coin of the United States together with interest thereon at rate of 8 per cent per annum from date until paid according to the tenor of a certain promissory note bearing date May 21st 1912 made by Mortgagors payable on or before 5 years after date to the order of the Mortgagees 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 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 or assigns are hereby authorized to declare all of said sums of money at once due and payable and empowered to sell the said premises 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 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 party of the first part their heirs executors or administrators. And in any case or other proceedings that 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 heir or assigns to include in the judgment that may be recovered counsel fee and charges of attorneys and counsel employed in such foreclosure suit such sum as the court shall adjudge reasonable 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