

Miller to Younger

This Indenture made this 10th day of June 1912 between Henry Miller and Nancy Miller his wife of the County of Skamania State of Washington, parties of the first part, and E.F. Younger of the County of Multnomah, State of Oregon, party of the second part Witnesseth: That the said party of the second part for and in consideration of the sum of twelve hundred and no/100 dollars (\$1200.00) 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 his heirs and assigns forever all the following described property to-wit: Lots 3 and 4 and the west $\frac{1}{4}$ of the Southeast quarter of Section 33 Township 3 North of Range seven (7) east of Willamette Meridian in Skamania County Washington. Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all the estate right title and interest of the said parties of the first part of, in and to the same. To have and to hold the herebefore granted and described premises with the appurtenances unto the said party of the second part his heirs and assigns forever. And the said parties of the first part covenant that they are the owners in fee simple of said premises that they will warrant and defend them against the lawful claims and demands of all persons whomsoever. This conveyance is intended as a mortgage to secure the payment of the sum of twelve hundred and no/100 dollars in accordance with the tenor of one certain promissory note of which the following is a copy to wit:

\$1200.00

Portland, Oregon June 10th 1912

On or before two years after date without grace I promise to pay to the order of E.F. Younger at Portland, Oregon twelve hundred and no/100 dollars in gold coin of the United States of America of the present standard value with interest thereon in like gold coin at the rate of eight per cent per annum from date until paid for value received. Interest to be paid annually and if not so paid the whole sum of both principal and interest to 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 and agree to pay in addition to the costs and charges provided by statute such additional sum in like gold coin as the Court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

Signed Henry Miller

signed Nancy Miller

Now therefore if the said promissory note principal and interest shall be paid at maturity according to the terms thereof, this indenture shall be void but in case default shall be made in the payment of the principal or interest as above provided then the whole sum of both principal and interest accrued at the time default is made shall become due and payable and the party of the second part his executors administrators and assigns are hereby empowered to foreclose this mortgage in the manner prescribed by law. And the parties of the first part their heirs executors and administrators do covenant and agree to pay unto said party of the second part his heirs and assigns the said sum of money as above mentioned.

In Witness Whereof we have hereunto set our hands and seals the day and year first above written.

Signed, sealed and delivered in presence of

J.R. Brignore

Henry Miller (Seal)

E.E. Shields

Nancy Miller (Seal)

State of Washington

County of Skamania, ss. Be it Remembered that on this 10th day of June 1912 before me, the undersigned a Notary public in and for said County and State personally appeared the within named Henry Miller and Nancy Miller husband and wife to me known to be the individuals described in and who executed 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.