

Newman to Davids

This Indenture made this 17th day of August 1912 between Ina M. Newman and Geo. T. Newman (husband and wife) of Portland Ore, parties of the first part, and Frank Davids and Julia Davids (husband and wife) of Hme valley wash. parties of the second part Witnesseth: That the said parties of the first part for and in consideration of three hundred fifty dollars lawful money of the United States to them in hand paid does by these presents grant bargain, sell and convey unto the said parties of the second part and to their heirs and assigns the following described real property situated in the County of Skamania State of Washington to-wit:

Ten acres of land in the northeast corner of the Northeast quarter of Southeast quarter of section twenty six in Township three North of Range eight east of Willamette Meridian, described as follows: Beginning at the Northeast corner of the Southeast quarter of said section running thence south 660 feet thence west 660 feet, thence north 660 feet and thence east 660 feet to point of beginning, 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 three hundred fifty and no/100 dollars lawful money of the United States together with interest thereon at rate of eight per cent per annum from date until paid according to the terms and conditions of one certain promissory note bearing date August 17th 1912 made by Ina M. Newman and Geo. T. Newman payable on or before three years after date to the order of Frank Davids and Julia Davids (husband and wife), 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 thereof, then the said parties of the second part their heirs 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 parties of the second part their heirs or assigns shall have the right to have included in the judgment which may be recovered the sum of \$25.00 as attorneys fees to be taxed as part of the costs of such suit as well as all payment which said parties of the second part their heirs or assigns may be obliged to make for them or their security by insurance or on account of any taxes charges incumbrances or assessments whatsoever on the said premises or any part thereof. In case of foreclosure of this mortgage the parties of the second part their 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 said premises to the payment thereof and to the costs of such foreclosure suit.

In Witness Whereof the said parties of the first part have hereunto set their hands and seals to the day and year first above written.

Signed, sealed and delivered in presence of

W. P. Christensen Jr.

Ina M Newman (Seal)

Wm. P. Christensen

Geo. T. Newman (Seal)

State of Washington

County of Skamania, ss' I, Wm. P. Christensen a Notary public in and for said County and State do hereby certify that on this 17th day of August 1912 personally appeared before me Ina M. Newman and Geo. T. Newman 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.

I hereby certify this mortgage this 17th day of August 1912 the same having been fully paid and discharged

Attest

County Auditor

I hereby certify this mortgage this 17th day of August 1912 the same having been fully paid and discharged

Attest

County Auditor