

JACKSON TO BRUMAGIN

THIS INDENTURE, Made this 6th. day of July A.D.1912 Between Carrie Jackson and W.T. Jackson (her husband) of Stevenson, Wash. the parties of the first part, and Helen L. Brumagin of Vancouver, Wash. the party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Eight hundred and no/100 Dollars, lawful money of the United States to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to her heirs and assigns, the following described tract or parcel of land, lying and being in the County of Skamania and State of Washington and particularly bounded and described as follows, to-wit:

All that tract or parcel of land, the North East corner of which is situated at a point 30 feet South of a point 208.7 feet West of the North East corner of Lot Nine (9) Section One (1) Township Two (2) North, Range Seven (7) East of the W.M., thence South 236 feet; thence West 251.3 feet, thence North 236 feet, thence East 251.3 feet to the place 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 Eight hundred and no/100 Dollars, lawful money of the United States, together with interest thereon in like lawful money at the rate of eight per cent. per annum from date until paid, according to the terms and conditions of One certain promissory note bearing the date of July 6th 1912 due on or before three (3) years, after date. Made by Carrie Jackson and W.T. Jackson (her husband) of Stevenson Wash. payable at Stevenson Wash. to the order of Helen L. Brumagin and these presents shall be void if such payment be made according to the terms and conditions thereof. But in case default be made in the payment of the principal or interest of said promissory note, or any part thereof, when the same shall become due and payable, according to the terms and conditions thereof, then the said party of the second part, her executors, administrators and assigns, are hereby empowered to sell the said premises with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, to retain the whole of said principal and interest, whether the same shall be then 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 party of the first part, their heirs or assigns. And in any suit or other proceeding 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, her heirs, executors, administrators or assigns, to include in the judgment that may be recovered, counsel fees and charges of attorneys and counsel employed in such foreclosure suit the sum of Twenty five Dollars, in lawful money or in case of settlement or payment being made after suit has been commenced, and before the final decree has been entered therein, an attorney's fee of ten Dollars in lawful money, shall be taxed as part of the costs in such suit as well as all payment that the said party of the second part, her heirs, executors, administrators 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 TESTIMONY WHEREOF, The said parties of the first part have hereunto set